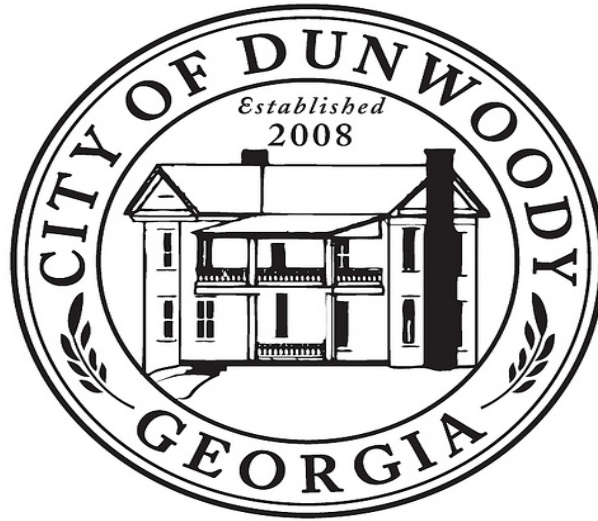


City Of Dunwoody  
Addendum to the Request for Proposals for City Services



COMMUNITY DEVELOPMENT  
Dunwoody, Georgia

Addendum to the  
Request for Proposal  
To Provide City Services

RFP Number 2008.002  
Addendum Number 2008.002.01

November 10, 2008

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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**GENERAL INFORMATION AND REQUIREMENTS**

The information provided below contains supplemental information to the Request for Proposal (RFP) for City Services that was posted and made public on October 31, 2008. The Addendum information provided herein supersedes the information in the RFP.

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The city recognizes that contract terms are an item for negotiations. The terms included in the RFP should be considered a base and we expect the final contract to closely resemble these terms and conditions. Individual items may be changed based on contract negotiations with selected vendors.

**Timing of Services and Major Milestones:**

The City expects to work closely with the winning bidder to develop the milestones. Below, the City indicates the minimums required for December 1 and January 1. The City will work with the vendor to plan and rollout the broad range of services outlined in the RFP.

**City vs. County Services:**

The city is in negotiations with the county for it to provide: Fire, Sanitation, police (interim), Water and Sewer and property tax collection. The services listed in RFP-002 are required for the city to function.

**Moving to Final City Offices:**

The successful vendor for Finance and Administration shall be responsible for the coordination of moving all Community Development related equipment from the temporary City Hall location at 400 Northridge Road; Atlanta, GA to the permanent City Hall location (TBD) within the city limits of Dunwoody. The successful vendor for Community Development will be responsible for moving personal items for their staff.

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

---

**SECTION 1 - REQUEST FOR PROPOSALS**

Delete: The last paragraph on page 1 in its entirety: "Contractor shall supply a Performance Bond.....".

Add to the end of Section 1:

The offeror shall read and acknowledge the Mission, Vision, and Values Statements for the City of Dunwoody and provide services which are in accordance with same. The offeror shall include a statement in their proposal stating their understanding and agreement to comply with the Mission, Vision, and Values Statements. The statements are as follows:

**Mission Statement**

The mission of the City of Dunwoody is to provide the highest quality of life for those who live, work or play in our community and to foster an environment where business can prosper. We will serve all stakeholders in a transparent manner with resourceful, efficient, progressive and professional leadership.

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**Values**

**Goals**

To make Dunwoody a better community, built on mutual respect and trust and to promote and maintain the highest standards of personal and professional conduct amount all involved in City government – elected officials, City staff, volunteers, and members of the City's boards, commissions and committees. Offeror shall also abide by the City Ethics Policy as maintained in the City Ordinances.

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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**SECTION 2 - RFP SCHEDULE OF EVENTS**

No Changes

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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## **SECTION 3 - SCOPE OF SERVICES**

### **3.1 General**

#### **Project Description**

Add: On December 1<sup>st</sup>, 2008 the successful offeror shall have in place in the City of Dunwoody interim City Hall:

- A full time Community Development Director that will be taking direction from the City Manager.
- A Plan Review and Permitting employee available under the direction of the Community Development Director.
- Administrative and Clerical Support under the direction of the Community Development Director
- Staff shall start planning the Design Review/Planning/Appeals board functions.

On January 1<sup>st</sup>, 2008 successful offeror shall start

- Adding personnel necessary to support the start of receiving zoning applications on or before February 1, 2009. Offeror shall also provide sufficient staff to support the services required by this RFP under the direct operation and control of the Manager.
- Have personnel in place to support the Building Inspection and Permitting function of the city.

### **3.3 PLANNING AND ZONING**

#### **3.3.1 Community Development Director**

In Section 3.3.1.1 Add:

A Summary of the Job Description for the Community Development Director is as follows:

##### **TITLE: Community Development Director**

##### **JOB SUMMARY:**

Responsible for managing the City's comprehensive planning activities and capital improvement programs, and for ensuring compliance with the City's development regulations and zoning ordinance. Supervises and coordinates the work of Department staff. Duties include preparing and presenting analytical reports to the Planning and Zoning Commission, City Council, Mayor, and City Manager. Attends and makes presentations at various City meetings including City Council, Planning and Zoning Board, Zoning Board of

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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Appeals, Preservation District Review Board, internal staffing, and various public hearings. Prepares and submits annual departmental budget request and monitors expenditures and revenues in accordance with adopted budget. Work is performed independently under the general supervision of the City Manager.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Meets with developers to review plans and plats for compliance with City's development regulations and zoning codes. Reviews and approves preliminary and final plats.
- Answers questions regarding adopted codes and ordinances and related procedures on development plans, zoning applications and land use; assists in the enforcement of related Ordinances.
- Reviews development plans for compliance with adopted codes and ordinances.
- Prepares agendas for the Planning and Zoning Commission; Zoning Board of Appeals; and Preservation District Review Board.
- Prepares continuous updates to City maps.
- Reviews special exceptions and variance applications to zoning.
- Maintains the City's Comprehensive Plan and performs other current and long-range planning activities regarding growth management, transportation planning, annexation, etc.
- Drafts changes and renders interpretations to zoning ordinances and development regulations.

3.3.1.2 Delete: "All of the proposed personnel shall be under the supervision of a Professional Engineer (PE) who is currently registered in the State of Georgia."

3.3.1.2 Add: "All of the Plan Reviewers shall be under the supervision of a Professional Engineer (PE) who is currently registered in the State of Georgia. All of the offerors proposed Plan Reviewers and Building Inspectors may also be International Code Council (ICC) certified."

**3.3.2 Planning and Zoning Services**

3.3.2.6 Add: The Offeror is not required to provide an impact study as part of their proposal; however, in the event the City Council and Mayor elect to have a study performed, the offeror would be required to manage the process for the city.

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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**3.6 GEOGRAPHIC INFORMATION SYSTEM (GIS)**

In Section 3.6.3 Add: The offeror shall have at least one employee located within City Hall during business hours that is capable of operating and producing information from the GIS System as directed by the City Manager.

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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**SECTION 4 - GENERAL INFORMATION AND REQUIREMENTS**

**No changes**



**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

---

**SECTION 5 - FORMS**

**In Section 5.3      Proposed Fee Schedule**

Delete Proposed Fee Schedule Table provided

Add New Fee Schedule as follows:

**5.3      Proposed Fee Schedule**

**5.3.1      Community Development Base Bid:**

Provide lump sum costs for the activities outlined in Section 3.0 of the RFP. The Lump Sum costs shall be provided and broken down for each year of service as follows:

YEARLY			
SERVICE	2008/2009	2010	2011
Planning and Zoning	\$	\$	\$
Building Inspections and Permitting	\$	\$	\$
Miscellaneous Costs including Vehicles and Maintenance	\$	\$	\$
Purchase, Install and Operate GIS System	\$	\$	\$
<b>Total Proposal for Section 3.0:</b>			

SERVICE	2008/2009
Add Alternate #1: Code Enforcement	\$
Deductive Alternate: Comm. Dev. Director	\$

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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**5.3.2 Alternates**

**3.7.1 Add Alternate #1: CODE ENFORCEMENT**

Provide an Add Alternate Cost for providing Code Enforcement to the City of Dunwoody for each of the three years of service as outlined in Section 3.7.1 of the RFP.

**3.7.2 Deductive Alternate #1: COMMUNITY DEVELOPMENT DIRECTOR**

The City Manager, at the direction of City Council, may appoint a Community Development Director that would be a City employee. Provide a deductive alternate price on an annual basis to eliminate that position from the offeror's Community Development proposal.

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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**SECTION 6 - EVALUATION CRITERIA**

**No changes**

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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**EXHIBIT A: FORM OF CONTRACT**

**In Section 3 Compensation**

Add: Section 3.2 Reimbursables

We expect the offeror to provide a turn-key proposal that includes all materials, labor and expenses unless noted otherwise in the RFP. Extra-ordinary expenses not covered by the proposal will require pre-approval of the City Manager and may require a purchase order for reimbursement.

**In Section 4 Term and Termination**

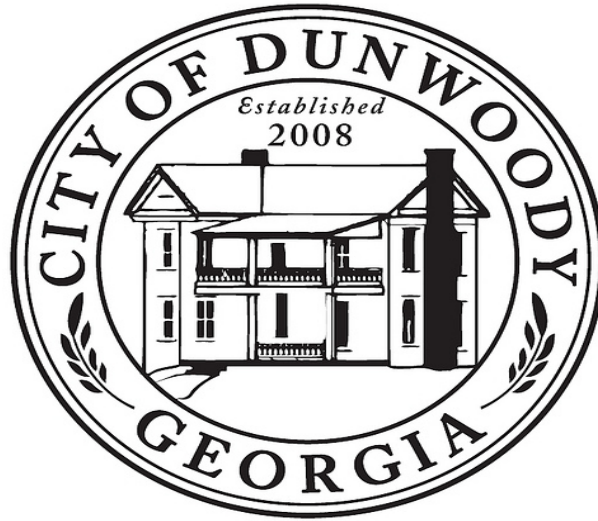
4.3 Delete: "with or without cause within sixty (60) days written notice...."

4.3 Add: "with or without cause within **ninety (90)** days written notice...."

**In Section 10 Insurance**

10.7 Delete this section in its entirety. Performance Bonds will not be required for the Community Development portion of the City Services contracts.

City Of Dunwoody  
Addendum to the Request for Proposals for City Services



FINANCIAL & ADMINISTRATIVE  
SERVICES  
Dunwoody, Georgia

Addendum to the  
Request for Proposal  
To Provide City Services

RFP Number 2008.001  
Addendum Number 2008.001.01

November 10, 2008

**City of Dunwoody**  
**Request For Proposal (RFP): Financial & Administrative Services Addendum**  
**Dunwoody, Georgia**

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**GENERAL INFORMATION AND REQUIREMENTS**

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**Timing of Services and Major Milestones:**

The City expects to work closely with the winning bidder to develop the milestones. Below, the City indicates the minimums required for December 1 and January 1. The City will work with the vendor to plan and rollout the broad range of services outlined in the RFP.

**City vs. County Services:**

The city is in negotiations with the county for it to provide: Fire, Sanitation, police (interim), Water and Sewer and property tax collection. The services listed in RFP-001 are required for the city to function.

Offerors shall be responsible for coordination of moving all Financial and Administrative Service vendor-related equipment and personnel from the temporary City Hall location at 400 Northridge Road; Atlanta, GA to the permanent City Hall location (TBD) within the city limits of Dunwoody.

**City of Dunwoody**  
**Request For Proposal (RFP): Financial & Administrative Services Addendum**  
**Dunwoody, Georgia**

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**SECTION 1 - REQUEST FOR PROPOSALS**

Add:

The offeror shall read and acknowledge the Mission, Vision, and Values Statements for the City of Dunwoody and provide services which are in accordance with same. The offeror shall include a statement in their proposal their understanding and agreement to comply with the Mission, Vision, and Values Statements. The statements are as follows:

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**City of Dunwoody**  
**Request For Proposal (RFP): Financial & Administrative Services Addendum**  
**Dunwoody, Georgia**

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**SECTION 2 - RFP SCHEDULE OF EVENTS**

No Changes to Section 2.



**City of Dunwoody**  
**Request For Proposal (RFP): Financial & Administrative Services Addendum**  
**Dunwoody, Georgia**

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## **SECTION 3 - SCOPE OF SERVICES**

### **3.1 General**

#### **Project Description**

Add: On December 1, 2008 the following are required:

- Accounting and purchasing systems shall be required, along with monthly financial reporting.
- Revenue Collection for beer, wine and alcohol is in progress. The City has retained the service of E2Assure for these services. All other 2008 revenue requirements shall be started and be completed by December 31, 2008.
- Receptionist, and additional support as needed, to answer phones and direct telephone calls to the appropriate City employee or vendor.
- Receptionist is to greet visitors to City Hall and provide proper customer service.
- Telephone system is to be operational and vendor is to have been fully trained on the system prior to December 1.
- The vendor shall be responsible for the coordination and management (Office Manager) of the office space with the Landlord.
- The vendor shall be responsible to implement good practices of customer service for all visitors, staff and telephone operations.
- Start the records retrieval from DeKalb County and establish a records management program.
- Human Resource functions to support the recruiting, payroll, benefits, health insurance and other City specific human resource functions as required by State and Federal law.
- All items required by State law.

On January 1<sup>st</sup>, 2008 successful offeror shall have in place all personnel available to staff the services required by this RFP and under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

**The following items should be considered the highest priority for the initial implementation of the city on January 1:**

- Revenue Collection – establish process and system to collect all City revenue in a timely manner.
- Collection of taxes, assessments, fees, charges, grants, etc.
- Preparation of monthly financial reports

**City of Dunwoody**  
**Request For Proposal (RFP): Financial & Administrative Services Addendum**  
**Dunwoody, Georgia**

---

- Complete Accounting System in place in accordance with RFP
- Accounts Payable and Receivable fully operational
- Selection of Vendors for Purchasing
- Assist in the selection, recommendation and purchase of IT software/hardware by the City.
- Finalize a plan on retrieving all documents from DeKalb County and implement the plan.
- Human Resources functions to support hiring of City personnel and police force.
- All items required by State law

3.4.2.1

Add: While the City owns the hardware and software, the vendor must provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure City needs are met, systems are interoperable, and continuity is maintained during turnover of City personnel and vendors. Boyken will provide these functions to establish initial services. One example is the setup of Peachtree Accounting to establish and initial financial system. The vendor will be responsible for planning, installing, configuring, migrating data, and maintaining the final financial system.

3.4.2.8

Add: The backup site does not have to be hot. A reasonable expectation for the restoration of documents and emails is two hours and restoration of services within four hours.

Add: 3.4.2.18 Security Component for I.T.

The RFP states numerous security components that must be addressed including: ensure data security and integrity with nightly backups; provide anti-virus, anti-malware, anti-spam, and patch management; provide firewall protection for the local area network; provide a virtual private network connectivity for remote users; and administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers. The vendor shall provide technical solutions such as SSL to secure all Internet communications to protect the privacy of the citizens of Dunwoody and the integrity of its software systems. Additionally, the vendor will be responsible for ensuring security for new City software systems including, but not limited to, finance, personnel, municipal court, and public safety.

**City of Dunwoody**  
**Request For Proposal (RFP): Financial & Administrative Services Addendum**  
**Dunwoody, Georgia**

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Add: 3.6.7.5 Communications: Development of a Brand for the City  
Branding is not included in this RFP.

Add: 3.6.12.4 Employees of the City  
The City anticipates having approximately 8-10 employees, 30-45 police related staff plus vendor staff.

Add: 3.6.12.5 Staffing on December 1, 2008  
On December 1, the vendor must provide appropriate staffing to meet the requirements noted in Section 3.1 General of this Addendum.

**City of Dunwoody**  
**Request For Proposal (RFP): Financial & Administrative Services Addendum**  
**Dunwoody, Georgia**

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**SECTION 4 - GENERAL INFORMATION AND REQUIREMENTS**

No Changes to Section 4

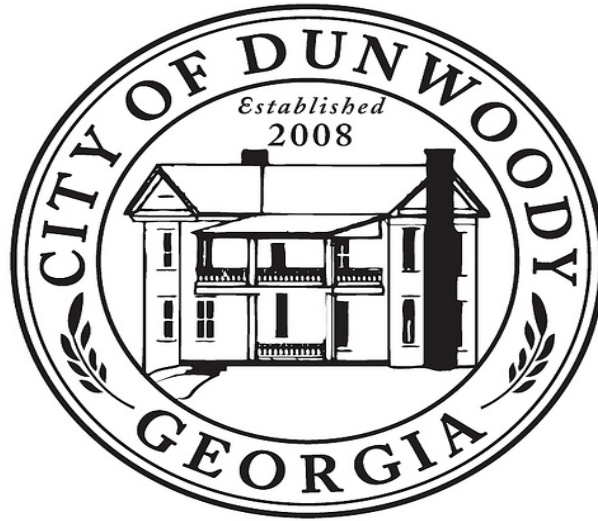
**City of Dunwoody**  
**Request For Proposal (RFP): Financial & Administrative Services Addendum**  
**Dunwoody, Georgia**

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5.3 Proposed Fee Schedule

YEARLY			
SERVICE	2008/2009	2010	2011
Finance & Administration Services			
Information Technology			
Website Design	\$50,000		
TOTALS			

City Of Dunwoody  
Addendum to the Request for Proposals for City Services



PUBLIC WORKS  
Dunwoody, Georgia

Addendum to the  
Request for Proposal  
To Provide City Services

RFP Number 2008.003  
Addendum Number 2008.003.01

November 10, 2008

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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The city is in negotiations with the county for it to provide: Fire, Sanitation, police (interim), Water and Sewer and property tax collection. The services listed in RFP-002 are required for the city to function.

**Moving to Final City Offices:**

The successful vendor for Finance and Administration shall be responsible for the coordination of moving all Public Works related equipment from the temporary City Hall location at 400 Northridge Road; Atlanta, GA to the permanent City Hall location (TBD) within the city limits of Dunwoody. The successful vendor for Public Works will be responsible for moving all personal items for their staff.

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

---

**SECTION 1 - REQUEST FOR PROPOSALS**

Delete: The last paragraph on page 1 in its entirety: "Contractor shall supply a Performance Bond.....".

Add: to the end of Section 1:

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**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**SECTION 2 - RFP SCHEDULE OF EVENTS**

No Changes

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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## **SECTION 3 - SCOPE OF SERVICES**

### **3.1 General**

#### **Project Description**

Add: On December 1<sup>st</sup>, 2008 the successful offeror shall have in place in the City of Dunwoody interim City Hall:

- A full time Public Works Director that will be taking direction from the City Manager.
- A list of available personnel or subcontractors that can directed (within an hour's notice) any of the tasks outlined in Section 3 of the Public Works RFP under the direction of the Public Works Director or City Manager.
- An Administrative and Clerical employee under the direction of the Public Works Director

On January 1<sup>st</sup>, 2008 successful offeror shall start adding personnel to support the Public Works obligations listed under than RFP and to support the City Manager.

### **3.3 PUBLIC WORKS BASE BID**

#### **3.3.1 Public Works Director**

In Section 3.3.1.1 Add:

Summary of the Job Description for the Public Works Director is as follows:

**TITLE: Public Works Director**

#### **JOB SUMMARY:**

Performs highly responsible professional, administrative and technical work involved in planning and directing public works activities in the areas of construction, maintenance and cleaning of street, sidewalks and drainage; the maintenance and repair of cemetery and park buildings and grounds; and vehicle maintenance. Also performs supervisory and professional engineering work. Work involves the responsibility for long range and current planning, survey, design and inspection of all streets, parks and cemetery projects, and of all contract engineering projects. The employee delegates day-to-day activities to supervisory staff, but performs unusual tasks which require a high degree of skill and technical knowledge personally. The employee exercises independent judgment and discretion on all technical matters within the department subject to guidelines set by the City Manager. Employee reports to the City Manager for review of work and evaluation of performance.

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**SUPERVISION EXERCISED:**

Exercises supervision over clerical, administrative, maintenance and professional staff as assigned.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Supervises subordinate public work supervisors and department support staff, either directly or through subordinates.
- Determines work procedures, prepares work schedules, and expedites workflow.
- Issues written and oral instruction.
- Assign duties and examines work for exactness, neatness, and conformance to policies and procedures.
- Studies and standardizes department policies and procedures to improve efficiency and effectiveness of operating.
- Maintains harmony among workers and resolves grievances.
- Prepares composite reports from individual reports of subordinates.
- Adjusts errors and complaints.
- Prepares and documents budget requests; administers adopted budget in assigned area of responsibility.
- Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructures of the public works department.
- Evaluates public works needs and formulates short and long term plans to meet needs in all areas of responsibility, including streets, drainage, collection and disposal of trash, sanitation services, water and sewer maintenance, maintenance and repair of cemetery and park buildings and grounds, and vehicle maintenance.
- Oversees the development or update of the City Transportation Improvement Program, the Capital Improvement Program or other programs involving public works.
- Determines applicable codes, regulations, and requirements for assigned projects.
- Oversees the preparation of engineering plans and specifications, bidding, competency of contractors and vendors, and the selection criteria for public contracts.
- Oversees project management for the construction of assigned public works projects Oversees assigned projects to ensure contractor compliance with time and budget parameters for the project.
- Coordinates the preparation of reviews and updates street maps, storm drainage maps, data base, and comprehensive plans.

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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- Oversee the maintenance of infrastructure and other records.
- Responds to public or other inquiries relative to department policies and procedures. Evaluates issues and options regarding municipal public works and makes recommendations.
- Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding division activities and services.
- Monitors inter-governmental actions affecting public works.

### **3.3 PUBLIC WORKS BASE BID**

#### **Section 3.3.5 Street Maintenance and Striping**

3.3.5.1 Delete: "The offeror shall include in their proposal the paving and striping of 4 miles per year of resurfaced asphalt roadways in accordance with Georgia DOT standards with a minimum topping layer of 1.5"."

3.3.5.2 Delete: "The offeror shall include in their proposal a pothole repair crew (labor, material and equipment) for a minimum of 3 full days per month."

3.3.5.2 Delete: "The offeror may provide this service by the use of subcontractors, ...".  
Replace with: "When the offeror is requested to provide these services, it may be accomplished through subcontractors, ..."

#### **3.3.6 Sidewalks, Gutters and Related Street Areas**

3.3.6.1 Delete: "The offeror shall include in their proposal the installation of 2 miles per year of new concrete sidewalks and 2 miles per year of new concrete curbing. "

3.3.6.1 Delete: "Installation of the new sidewalks and curbing..." Replace with: "The installation of any new sidewalks and curbing under this contract..."

#### **3.3.7 Traffic Signals, Street Signs and Street Lights**

3.3.7.1 Delete: ".....up to an amount which shall not exceed **\$15,000.00 per year.**"  
Replace with: ".....up to an amount which shall be agreed upon with the City Manager during the contract negotiation process."

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**3.3.8 Parks and Recreation**

3.3.8.1 Add fourth sentence after “..reduction in the contract.” which states: “There is a possibility that the City of Dunwoody will be responsible for maintaining the Parks and Recreational facilities for the City on January 1, 2009 regardless of the outcome of negotiations with Dekalb County. Vendors should be prepared to provide basic maintenance after this date.”

**3.3.12 Emergency Preparedness**

Add Section 3.3.12.3 Offeror shall be capable of assisting the Police Department with chains or other traction devices in the event of a snow or ice storm which may impair the traction of Police or other City vehicles.

**3.4 PLANNED PREVENTATIVE MAINTENANCE (OFFEROR TO PROVIDE UNIT COSTS)**

In Section 3.4.1 Add (at the end): Provide line item costs for all of the activities outlined in the Revised Fee schedule in Section 5.3. Unit prices shall be all inclusive with labor, material, equipment and miscellaneous taxes and expenses included. All Public Works projects under this contract which exceed twenty thousand dollars (\$20,000.00) will require an RFP to be produced by the offeror in conjunction with the City Manager. The RFP for the project must receive a minimum of three bids from qualified subcontractors prior to the awarding of the contract unless otherwise directed by the City Manager. The successful bidder of these contracts shall supply a Payment and Performance Bond to the City in an amount acceptable to the City Manager.

**3.5 CAPITAL IMPROVEMENTS**

Add Section 3.5.4: Provide total fees that will be assessed by the offeror to manage new Capital Improvement projects for the City of Dunwoody as outlined in the Revised Fee Schedule in Section 5.3. Management fee shall include procurement of design firms (as necessary), developing RFP's and identifying the most qualified vendor for the Capital Improvement projects. The management fee shall be based on a hypothetical Budget set aside amount of \$500,000. The actual amount Budgeted for capital Improvement projects may be higher or lower.

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**3.6 ALTERNATES**

**3.6.1 Add Alternate #1: WOMACK ROAD IMPROVEMENTS**

Add (at the end): Pricing of the Womack Road Improvements is for **Budgetary Purposes Only** and shall be based on the drawing provided at the following website:  
[http://www.jkheneghan.com/city/Task\\_Force/Roads/Dunwoody%20Academy%20Street.pdf](http://www.jkheneghan.com/city/Task_Force/Roads/Dunwoody%20Academy%20Street.pdf)

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**SECTION 4 - GENERAL INFORMATION AND REQUIREMENTS**

**No changes**

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**SECTION 5 - FORMS**

**In Section 5.3      Proposed Fee Schedule**

Delete Proposed Fee Schedule Table provided in RFP #3.

Add New Fee Schedule as follows:

**5.3.1    Public Works Base Bid: General Maintenance and Inventory: from Section 3.3**

Provide line item costs for the following activities outlined in Section 3.3.

YEARLY			
SERVICE	2008/2009	2010	2011
Lump Sum for Section 3.3:	\$	\$	\$
Public Works Director & Support Staff			
Inventory of Assets & GIS Interface			
Comprehensive Transportation Plan			
Street Maintenance, Management			
Maint. of Traffic Signals, Street Signs & Street Lights			
Parks & Recreation Maintenance			
Motor Vehicles and Equipment			
Miscellaneous Design Services			
<b>TOTAL (for 5.3.1)</b>			



**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**5.3.2 Planned Preventative Maintenance (Offeror to provide Unit Costs): from Section 3.4**

Provide line item costs for the following activities. Unit prices shall be all inclusive with labor, material and miscellaneous taxes and expenses included for:

SERVICE	Unit	Qty	Unit Cost	Estimated Amount for 2009
<b>Sidewalk Repair</b>				
Demolition (cost per LF)	LF	200		
New Sidewalk	LF	200		
<b>Curb Repair</b>				
Demolition	LF	200		
New Curb	LF	200		
<b>Pot Hole Repair</b>				
Crew, Equipment & Material	Monthly Cost	3 Days/ Month		
<b>Asphalt Paving &amp; Striping</b>				
Demolition of Existing	SY	1000		
Installation: 2 Lane Residential Road	SY	1000		
<b>New Street Signs</b>				
Less than or equal to 12 SF	EA	10		
Greater than 12 SF to 24 SF	EA	10		
<b>TOTAL (for 5.3.2)</b>				

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**5.3.3 Capital Improvements (Managing Projects from Money set aside in the City Budget to be used to Improve City Infrastructure): Section 3.5**

Provide total fees that will be assessed by the offeror to manage new Capital Improvement projects for the City of Dunwoody. Management fee shall include procurement of design firms (as necessary), developing RFP's and identifying the most qualified vendor for the Capital Improvement projects. The management fee shall be based on a hypothetical 2009 Capital Improvement Budget of \$500,000. The actual amount Budgeted for Capital Improvement projects may be higher or lower.

<u>Budget Amount</u>	<u>Fee Percentage</u>	<u>Proposed Management Fee</u>
\$500,000.00	_____	\$ _____

**5.3.4 Grand Total for 2008/2009**

**Total Proposed Fee – add totals from 5.3.1, 5.3.2, & 5.3.3**

\$ \_\_\_\_\_

(end of Fee Schedule)

**5.3.5 Alternates**

5.3.5.1 Add Alternate #1 (For Budgeting Purposes Only):

**WOMACK ROAD IMPROVEMENTS**

Provide a budget amount for the paving, curbing and sidewalks at Womack Road for the new 4<sup>th</sup> and 5<sup>th</sup> Grade Elementary School. Add Alternate bid shall be based on Dwg. C-05c produced by KYCA Engineers dated 1-18-08. This drawing can be accessed on the internet at the following site:

[http://www.jkheneghan.com/city/Task\\_Force/Roads/Dunwoody%20Academy%20Street.pdf](http://www.jkheneghan.com/city/Task_Force/Roads/Dunwoody%20Academy%20Street.pdf)

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**SECTION 6 - EVALUATION CRITERIA**

**No changes**

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**EXHIBIT A: FORM OF CONTRACT**

**In Section 3 Compensation**

Add: Section 3.2 Reimbursables

We expect the offeror to provide a turn-key proposal that includes all materials, labor and expenses unless noted otherwise in the RFP. Extra-ordinary expenses not covered by the proposal will require pre-approval of the City Manager and may require a purchase order for reimbursement.

**In Section 4 Term and Termination**

4.3 Delete: "with or without cause within sixty (60) days written notice...."

4.3 Add: "with or without cause within **ninety (90)** days written notice...."

**In Section 10 Insurance**

10.7 Delete this section in its entirety.

**CITY OF DUNWOODY  
NOVEMBER 10, 2008  
REGULAR MEETING MINUTES**

The Mayor and Council of the City of Dunwoody held a Regularly Scheduled Council Meeting on Monday, November 10, 2008 at 7:00pm. The Council Meeting was held in the Dunwoody United Methodist Church located at 1548 Mount Vernon Road, Dunwoody, Georgia 30338. Present for this meeting were the following:

District 1, Post 1	Denis Shortal, Council Member
District 2, Post 2	Adrian Bonser, Council Member
District 3, Post 3	Tom Taylor, Council Member
At Large, Post 4	Robert Wittenstein, Council Member
At Large, Post 5	Danny Ross, Council Member
At Large, Post 6	John Heneghan, Council Member
	Ken Wright, Mayor

Staff Present:	Brian Anderson, Acting City Attorney
	Leonid Felgin, Assistant to Acting City Clerk

**PLEDGE OF ALLEGIANCE** led by Council Member Heneghan. As there was no American flag present in the room, the Pledge of Allegiance was done on the flag pin of Councilmember Taylor.

**MINUTES:** There were no minutes for approval.

**AGENDA APPROVAL:** Mayor Wright made a motion to approve the agenda as presented. Councilman Heneghan seconded. The motion carried unanimously.

**PUBLIC COMMENT:**

Jim Dickson – Simply wanted to say nice things about Dick Williams, who runs the Dunwoody Crier newspaper. It is a better newspaper than it used to be and its journalistic standards have been pretty good. Dick Williams was instrumental in setting up Dunwoody (as well as appearing previously on the O'Reilly Factor television show). Since Dick Williams and the Crier are usually the ones talking about others, Mr. Dickson figured he could say some nice things about him. Mr. Dickson also says he has no association with the Dunwoody Crier newspaper.

Steve Ludwick stated that he looked at the proposed GIRMA insurance policy on which the Council was to vote this evening – it contains a \$1 million per claim and \$5 million aggregate coverage. Mr. Ludwick stated that, to him, insurance is very cheap and it's worth a slight increase in premiums to get better coverage. Low insurance is a bad approach and bad image/policy for the City. \$1 million per claim is not enough. The City needs to be responsible to the people of Dunwoody and step up if the need arises

where someone may be injured by a City employee and his bills and damages are higher than the stated limit of the insurance. It would only cost \$0.50 per resident of the City to double the protection. The City should get bids for better coverage.

Bob Campbell, a business owner, would like reconsideration of law that requires licensees to be on premises for 10 hours per day in order to receive alcohol license.

Brian Sims stated that the City Attorney should look at state laws instead of Dekalb County for all the fees – the City is over-regulating. The Licensing ordinance needs to have proper exceptions for fundraising by students groups. Furthermore, other cities, such as Decatur, have easier ways to regulate occupancy taxes that do not require complex calculations of revenue, and are thus easier, more efficient and understandable.

There were no more comments at this time.

**CONSENT AGENDA:** No Consent Agenda for tonight's meeting.

**UNFINISHED BUSINESS:**

City Implementation: The Mayor updated Council on the continuing meetings with Dekalb County on IGAs that is occurring every week. Furthermore, there are RFP's out for the positions of judge, clerk and police chief which is requesting resumes. Councilmember Taylor updated on his meeting with Dekalb County Sheriff Brown about the continuing negotiations with him for police services to the City, as an alternative to the Dekalb County proposal. Councilmember Shortal updated on the Boyken RFPs, stating that they're in the process of finalizing addendums for RFPs with Boyken, using feedback from the previous Friday's vendor's meeting. He stated that everyone who signed up on Friday will be notified of the Addendum. All bids are due on November 17, 2008 by 4:00 p.m. Interviews will be conducted on November 20-21, 2008 and vendors are expected to be selected by November 25, 2008.

**REPORTS AND PRESENTATIONS:** No Reports at this time.

**NEW BUSINESS:**

**CHAPTER 15: BUSINESS OCCUPATION TAXES, LSENSING AND REGULATION:** The First Read of Ordinance to Adopt and Approve Chapter 15: Business Occupation Taxes, Licensing and Regulation, Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be Referenced in the future as Chapter 15 (Business Occupation Taxes, Licensing and Regulation) as Attached Hereto and Incorporated Herein was held.

**RESOLUTION ON INSURANCE:** Leonid Felgin, Assistant to the Acting City Clerk, read Resolution 2008-11-12 (Resolution for Adopting Insurance Coverage for the City of Dunwoody, Georgia) for consideration. Councilmember Ross moved to approve Resolution 2008-11-12, approving GIRMA as the City's insurance carrier.

Councilmember Wittenstein seconded the motion. Under discussion, Councilmember Ross stated that the City will have more than one insurance policy eventually. In April, the earliest time for police implementation, there will be an additional insurance policy, whose coverage currently stands at \$5 million per claim. The new City Manager is arriving from Norcross and so a comparison was done with that City's insurance policy and the City of Dunwoody's policy is identical to it. He agreed that the City should be responsible but there is a limit to the funding and it's not as cheap as some might think.

Councilmember Shortal asked when the start-date of the insurance coverage would be amended to September 24, 2008. City Attorney Anderson stated that it can be done by amendment but one is not necessary. Councilmember Shortal moved to amend the insurance coverage to start on September 24, 2008. Councilmember Bonser seconded the motion. Under discussion, Councilmember Ross stated that documents can be provided to the insurance company showing that the City was not in any risk from September 24, 2008 until this day and thus having the policy relate back to September 24<sup>th</sup> should not be a problem. Mayor Wright called for a vote on the amendment. Motion carried unanimously.

Back to the original discussion, Councilmember Heneghan asked how many insurance quotes were received this time out. Councilmember Ross stated that no additional quotes besides GIRMA was received this time but it will be bid again half way through next year after the insurance company fiscal year ends. Councilmember Wittenstein wondered whether the City would be getting a bill instantly. Councilmember Ross responded that the insurance provider agreed not to bill until January 1, 2009. Councilmember Shortal announced that he believes the City needs the insurance now and proper due diligence has been done to pick reasonable insurance at an appropriate price and he will be voting in favor of it. Councilmember Bonser noted that the original budget breakdown had a higher price for insurance coverage. Councilmember Ross agreed that this was half the price of that anticipated by the budget breakdown. Councilmember Wittenstein stated that the original quote was based on a traditional City model and Dunwoody will not have that many employees so the insurance costs are less. Seeing no more discussion, the Mayor called for a vote on the motion to approve Resolution 2008-11-12. A vote was held and the motion carried unanimously. (*Resolution 2008-11-12*)

**RESOLUTION FOR CITY MANAGER'S SIGNING AUTHORITY:** Leonid Felgin, Assistant to Acting City Clerk, read Resolution 2008-11-13 (Resolution establishing the Level of Authorization for the City Manager to Make and Execute All Lawful Contract and To Sign All Orders, Checks and Warrants for Payment of Money) for consideration. Councilmember Ross moved to approve Resolution 2008-11-13. Councilmember Wittenstein seconded the motion. Under discussion, Councilmember Wittenstein wondered whether this Resolution's authorization of \$50,000 was at the same level as that suggested previously for allowing City Manager to sign without approval by Council. City Attorney Anderson stated that it was identical to it. Seeing no further discussion, Mayor Wright called for a vote on the Motion to approved Resolution 2008-11-13 as presented. A vote was held and the motion carried unanimously. (*Resolution 2008-11-13*).

**ACTION ITEM:** Mayor Wright moved to authorize and approve a Lease Agreement for temporary office space for City employees. Councilmember Ross seconded the motion. Under discussion, Councilmember Ross stated that the office space under consideration is across the hall from Boyken, already furnished and costs only \$4000 per month (which is \$7 per square foot), and will allow the City to immediately move operations. The Mayor stated that the office space is located right off of GA-400, Roberts Drive and Northridge. It is technically in Sandy Springs, but it does not matter. Councilmember Wittenstein stated that the office space is a good deal financial but had two reservations. First, the Lease Agreement did not have a clause that would allow the City to get out of the lease before June, 2009. Also, this space cannot be used for court since it is in Fulton and not Dekalb County. Another space for court needs to be found until a permanent City Hall is located. Councilmember Shortal stated that the lease price being so low did not allow for negotiation to get out of it early. Seeing no more discussion, the Mayor called for a vote on the motion. A vote was held and the Motion carried unanimously. **(ACTION ITEM)**

**OTHER BUSINESS:** Councilmember Shortal announced that it was the 233<sup>rd</sup> birthday of the Marine Core and requested 20 seconds of silence for all those who served and serve in the Marines. The 20 second moment of silence was held.

**PUBLIC COMMENT:**

Keisha Carter, the Public Affairs Director for the Georgia Restaurant Association, stated she wants to work with the City to protect restaurant owners and businesses and to work with the City to make sure that the restaurant businesses are taken care of. She also wanted to remind Council of the new State “Merlot to Go” law that allows on-site drinking of wine and re-corking of bottle to be able to be taken out of the restaurant by the consumer. She did not notice an allowance for same in the City’s Alcohol ordinance.

Steve Ludwick wanted to make an observation that it takes a nice person, not a law-review person, to be a judge, and that the City should choose the kinds of judges for its municipal court that treats people with respect and not condescension and does not develop “robe-itis.”

Scott Posvar stated that now that City space is leased, the City should get things rolling to set-up a T-line and it may not happen quickly if his company and others have to go through the Boyken RFP process. He wants to submit documents with his internet service proposal directly to the City Attorney.

There being no further business, Council Member Shortal made a motion to adjourn, seconded by Council Member Heneghan. The motion carried unanimously and the meeting was adjourned.

**[SIGNATURES ON NEXT PAGE]**



Approved by:

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Ken Wright, Mayor

Attest:

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Joan Jones, Acting City Clerk

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## City of Dunwoody RFP Information (Q & A)

### Community Development

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Project: City of Dunwoody  
Date: November 14, 2008  
Purpose: RFP Questions and Answers  
RFP #: 2008.002

The following list contains questions and answers which have been received from Vendors who are interested in responding to the three City Services RFP's posted on October 31, 2008.

#### Community Development

1. Q-If we are selected as the vendor to provide staff and services for the Community Development Department, will we be able to work on the initiatives generated by the Department, such as the preparation of the City's Comprehensive Plan, rewriting of the Zoning Code, preparation of a Green Building Code, etc.?

[A - The completion of the initiatives will be at the direction of the City Manager as the budget allows.](#)

2. Q-Can smaller font size be used for graphics and charts; but maintain 12 point size for written narrative and text?

[A - Yes](#)

3. Q - Is there an addendum planned to the RFP at this point?

[A - The addenda to the RFP's were posted on our website on Monday 11/10/08.](#)

4. Q - Must a Prime Contractor include all elements of the request in their response to be considered as submitting a complete response? i.e. will a prime contractor who does not provide for all functions identified in the RFP be rejected as making a non-responsive submission?

[A - Yes. Responders must be able to provide all services or have a plan in place to do so.](#)

5. Q- Must an entity (whether a Prime Contractor or a Sub-Contractor) have been present at the meeting held November 7<sup>th</sup> to be included in a RFP response? If so, what about entities who were not represented but may have long term relationships with entities that were present?

A - The prime contractor responding must have been at the Pre-Bid meeting.

6. Q - Can a Sub-Contractor be included in the same capacity in responses from multiple Prime Contractors?

A -Yes

7. Q - We are confused about the GIS hardware and software requirements that have significant cost implications. Is the Admin RFP (#3.4.2.1) and Public Works RFP (3.3.3.1 and 3.3.3.2) in conflict with respect to the GIS system?

A - Your are correct that the burden for purchasing, installing and running the GIS system falls under the Community Development scope of services. Our intent was to have input and support from the other two departments in order to have a user friendly GIS environment that supports all of the City's needs. In F&A (RFP#2008.001) this is worded as "software (GIS) integration". In PW (RFP#2008.003) this is worded as "assisting in setting up the new GIS...."

8. Q - Please clarify if the resumes should be included in the 40 page proposal limit or are they excluded from the 40 page total.

A - The resumes do need to be included in the 40 page limit but do not need to be detailed or lengthy.

9. Q - In Addendum Number 2008.002: Exhibit A Section 1, 1.1 Would it be acceptable to substitute the words "reasonable" and "appropriate" for "best" and "maximum" in that paragraph?

A - You may substitute "appropriate" for "maximum" only.

10. Q - Section 9, 9.1 Would it be acceptable to strike the words "defend", "agents", "any and all", "claims for reason of any action", "proceeding", and "demand"?

A - No, but will strike "defend".

11. Q - Would it be acceptable to limit the indemnity to damage liability and costs to the extent arising out of the Vendor's negligent performance?

A - No.

12. Q - Per the RFP, the city can terminate the contract in 60 days. This will hinder recruiting the best talent; and also place an unfair burden on the Consultant after staffing a department. Can consideration be given for a six month notice?

A - The addendum changed this to a 90 day notice.

13. Q - What is the city's expectation for limited service between December 1 and January 1? Define limited service.

A - This is addressed in the Addendum.

14. Q - Has the space for the Community Development Department been identified? How large is the space?

A - The CD department will be housed in the interim City Hall space at 400 Northridge Road, Atlanta, GA 30350. The allotted space will be approximately 1800sf.

15. Q - Do you have copies of the IGAs either in draft or final form between the city and the county? Specifically those involving Community Development, Code Enforcement, and Building Inspections.

A - The IGA's are still being developed and will not be available until after 12/1/08.

16. Q - What plans and ordinances of the county does the city expect to adopt?

A - Currently they include the Land Use and Zoning ordinances.

17. Q - What boards or commissions are being considered for creation that would be supported by community development? Such boards could include but not limited to: Planning Commission, Board of Appeals, and Design Review Board.

A - The development of these boards is still being discussed and will be finalized after 12/1/08.

18. Q - In the last year, how many building and land disturbance permits were filed?

A - This information will have to be obtained from DeKalb County.

19. Q - What are the terms of the anticipated moratorium? Are there any cases from DeKalb that will be grandfathered, or does this only impact new cases that will be filed after Dec. 1?

A - The moratorium will be in place for at least 30 days beginning on 12/1/08. This will affect the cases that will be files from 12/1/08 until the moratorium is lifted. The current plan is to have the moratorium lifted as soon as practical.

20. Q - Confirm that the Community Development Consultant is responsible for transferring records from the county. Have any arrangements been made to retrieve records from the county? Does the city want to make them electronic?

A - The transfer of records will take place under the Finance and Administrative Services department. The Community Development department will be responsible for interfacing with F&A to obtain the GIS records. DeKalb County has been contacted about the records. The City will eventually want all records electronic but this will not be required until mid 2009.

21. Q - Who will develop and maintain the GIS related databases? Who will ultimately be the coordinator/coordinating all departments?

A - The Community Development department will be responsible for the GIS database.

22. Q - You mentioned in the RFP that the software shall include at a minimum ArcGIS Server 9x Standard Enterprise and ArcIMS for website interface (ESRI platform). Do you require that specific software? Or are you open to other technologies?

A - The City is open to other GIS platforms that will accomplish the needs of the City as directed by the City Manager.

23. Q - Will the city provide IT operations support for all systems (including GIS hardware software provided by the Consultant)?

A - The GIS system will be maintained only by the Community Development department.

24. Q - Will all calls and communication be routed through a central point (call center) provided by the admin contract? Will the admin contract holder support a front desk to coordinate meetings and visits with all sections?

A - Yes

25. Q - Performance Bonds are not typically required for service contracts without performance standards. Will a performance bond be required for Community Development Services?

A - The Performance Bond requirement for Community Development was deleted in the Addendum.

26. Q - Can you provide more clarification on section 4.18 - Project Team Composition?

A - The Project Team Composition requirements are provided in detail in Section 4.18 on page 16 of RFP 2008.002.

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## City of Dunwoody RFP Information (Q & A)

### Finance and Administrative Services

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Project: City of Dunwoody  
Date: November 14, 2008  
Purpose: RFP Questions and Answers  
RFP #: 2008.001

The following list contains questions and answers which have been received from Vendors who are interested in responding to the three City Services RFP's posted on October 31, 2008.

#### Finance & Administrative Services

1. Is the proposal for the website to include options for providing stock images, doing photo shoots of the city, and/or video creation?
2. When you speak about "agenda packages", is this simply grouping of documents posted online that attendees would need for a specific city meeting?
3. Is any of the information on the website to be secured (i.e. ID/password protected) or is it all publically available?

Yes. The website budget, \$50,000, includes multi-media.

Yes.

All information will be publically available. In the future, if it is determined that a service such as bill payment is cheaper to build into the website rather than interface with an outsourced service, private information and communication must be protected with technology such as login/password and SSL.

4. Can you provide more information on the GIS database? What is the interface? What GIS data is being presented to the website visitor?

The Community Development Director will publish GIS content using the ESRI ArcIMS service. The interface merely displays the GIS information; however, coordination will have to occur with Community Development to ensure the GIS content matches the size and theme of the City website.

5. Is there any query capability on the site? Can web visitors search for staff members, locations, or meeting minutes? Is there even a general text search capability you wish to have?

Yes. A search feature is desirable.

6. Are there any online forms on the website for the public to fill out? For meeting registrations, recommendations, "ask us", etc?

Yes, the ability to use online forms is desirable.

7. Do you have any preferred technology platform or do you wish to see best recommendations from the vendor?

We want to see the best recommendations. Solutions must work with Microsoft Enterprise software including Windows servers and operating systems, Active Directory, Exchange, SQL, and Office.

8. Is any of the information you envision being available on the website to be pulled from another city system, or is the website, for now, a stand-alone system?

It needs the ability to display information using technology such as IFrames.

9. Can/should the vendor propose hosting the website as well?

Hosting the website is preferred; however, a more cost effective plan that ensures continuity of operation will be considered.

10. Can you please confirm that section: 3.4.1.2 Publish City provided GIS database interface on the website, is a separate RFP?

Section 3.4.1.2 is not a separate RFP. It specifically addresses a coordination action that is required as part of the IT expertise under the Finance and Administration (F&A) RFP with the GIS expert under the Community Development RFP.

11. Is there any way you can share who those potential prime suppliers might be so that the team members I am working with can all contact the appropriate person?

We have set up the collaborative website to allow for an open forum communication between vendors. Unfortunately, we cannot give any further direction on who or how to set up the teams to provide the services required by the Financial and Administrative Services RFP.

12. Request for an extension of the due date, **November 17<sup>th</sup>, 2008**

There will be no extension to the RFP due date. The due date, time, location remains as indicated in the RFP issued October 31, 2008.

13. In terms of Revenue Collection, there is no mention of the specific 2009 requirements which must have deadlines in 2008. Is this also a priority for Dec. 1, 2008?

Yes, all 2009 revenues which have a 2008 deadline **MUST** be completed in accordance with the deadline. **No revenue must be lost due to missing a deadline.**

14. Will the vendor have to provide the telephone system by December 1, 2008?

No. The City is providing and installing the telephone system which will be operational on December 1, 2008. The vendor awarded to the Financial and Administrative Services RFP **MUST** provide adequate staff to manage incoming calls beginning December 1, 2008 at 7am; furthermore this staff must be trained on managing the telephone system prior to December 1, 2008.

15. Do the tab/section dividers and the front/back covers count in the 40 page limit for the proposal?

No, only actual pages with text will be considered in the 40 page limit.

16. What is meant by "assist" in terms of assisting the City Finance & Administration Director, etc for example section 3.6.8.1? Is this a full time or part time position that is required?

The term "assist" relates to the overall function of the selected vendor to aid in the activities performed by the City Finance & Administration Director (such as research, decision making, follow-up, implementation, etc.) "Assist" in this reference is not meant to be interpreted as a specific full or part-time position dedicated to assisting the City Finance & Administration Director.



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## City of Dunwoody RFP Information (Q & A)

### Public Works

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Project: City of Dunwoody  
Date: November 14, 2008  
Purpose: RFP Questions and Answers  
RFP #: 2008.003

**The following list contains questions and answers which have been received from Vendors who are interested in responding to the three City Services RFP's posted on October 31, 2008.**

#### **Public Works**

1. Q - In the RFP, we note that page 5, paragraph 3.3.2.2 references a city asset inventory performed for the Citizen's for Dunwoody, Inc. that is posted on your website via a hyperlink. We have not been able to locate the inventory document. Can you please direct me to the appropriate location to obtain this information?

A - Here is the link to the Task Force reports:  
[http://www.jkheneghan.com/city/task\\_force](http://www.jkheneghan.com/city/task_force)

2. Q - In item 5.3 Proposed Fee Schedule, what is meant by "Fee Basis"?

A - The fee schedule has been clarified and revised in the Addendum posted on 11/10/08.

3. Q - In item 5.3 Proposed Fee Schedule, do we need to provide line item costs for each of the Service activities or is a Lump Sum for each of the three years acceptable?

A - Individual Line Item costs are not required and can be totaled as a Lump Sum for each of the three years of proposed service.

4. Q - In item 5.3 Proposed Fee Schedule, Vehicles and Miscellaneous Design Services are combined. Would the City consider separating these since the services described do not appear to be related?

A- Yes this has been changed in the Addendum dated Monday 11/10/08.

5. Q- In item 5.3 Proposed Fee Schedule, what services/tasks are included in "Storm Water Utility"?

A - All activities listed in Section 3.3.10 of the RFP dated 10/31/08. Also the Fee Schedule has been modified in the Addendum dated 11/10/08.

6. Q - Item 5.3 Proposed Fee Schedule, in an effort to standardize the costs submitted by each firm, would the City consider reformatting this form to include areas and descriptions for the required unit costs and annual fees, in addition to those items already listed?

A - Yes this has been changed in the Addendum dated Monday 11/10/08.

7. Q - Page 6, item 3.3.4.1 references recommendations made by Street Smarts regarding establishing a grid system. May we obtain a copy of this information?

A - This can be found in the Task Force reports listed in #1 above.

8. Q - Will the City provide office furniture, equipment, and systems for staff that are assigned full-time to this contract?

A - Yes, the city will provide office furniture, basic equipment, and basic computer equipment and software for all full time employees at the Dunwoody City Hall.

9. Q - Page 12, item 3.6.1 references a "dwg. C-05c". May we obtain a copy of this drawing?

A - The drawing is available on the following website:  
[http://www.jkheneghan.com/city/Task\\_Force/Roads/Dunwoody%20Academy%20Street.pdf](http://www.jkheneghan.com/city/Task_Force/Roads/Dunwoody%20Academy%20Street.pdf)

10. Q - What is the initial contract term?

A - 1 year terms with potential renewal after 1<sup>st</sup> and 2<sup>nd</sup> years

11. Q - Font size--can smaller font size be used for graphics and charts; but maintain 12 point size for written narrative and text?

A - Yes

12. Q - Is there an addendum planned to the RFP at this point?

A - The addenda to the RFP's were posted on the Boyken International website on 11/10/08.

13. Q - Must a Prime Contractor include all elements of the request in their response to be considered as submitting a complete response? i.e. will a prime contractor who does not provide for all functions identified in the RFP be rejected as making a non-responsive submission?

A - Yes. Responders must be able to provide all services or have a plan in place to do so.

14. Q - Must an entity (whether a Prime Contractor or a Sub-Contractor) have been present at the meeting held November 7<sup>th</sup> to be included in a RFP response? If so, what about entities who were not represented but may have long term relationships with entities who were present?

A - The prime contractor responding must have been at the Pre-Bid meeting for the RFP that they will bid on.

15. Q - Can a Sub-Contractor be included in the same capacity in responses from multiple Prime Contractors?

A - Yes

16. Q - Is there City of Dunwoody logo artwork (digital eps. Files) that are available for the signs, safety vests, magnetic door stickers that could be made available quickly once the decision is made to enter into an agreement with a proposer? This will help to expedite the installation of City Limit Signage and magnetic door signs for the vehicles.

A - The City branding is in progress however, the existing logo which is on the cover of the RFP's will be available electronically.

17. Q - Can we get a bit more detail re the anticipated or expected scope for the following: the Assets & GIS Interface, Comprehensive Transportation Plan, and Miscellaneous Design Services? These three categories are subjective, and we would like to provide the applicable pricing structure for the expected service level that the City of Dunwoody desires.

A - Please price these as closely as possible based on the information in the RFP and Addendum. The actual services required will be determined by the City Manager and can be clarified in the final negotiations with the successful vendor.

18. Q - The "New Street Signs" line items on 5.3.2 in the Addendum would be better suited if they were in inches as opposed to SF, though we can price as is, it would be more advantageous to the City of Dunwoody if the units were inches (height and width).

A - Please price as stated in the Addendum dated 11/10/08. You may also include price per SF of signage.

19. Q - Could you direct us to where Exhibit A is referred to in the payment item 3.1?

A - Exhibit A is the Form of Contract which should be attached to the RFP accessible on the Boyken.com website.

20. Q - Inventory of roads and assets, are we to understand that The City of Dunwoody will take ownership of all box culverts, retainer walls, bridges and similar concrete or otherwise structures? Will the Water Works still be under Dekalb County for the duration of the contract, with the City of Dunwoody responsible for storm and sanitary?

A - Water and sewer will remain with Dekalb County. All other structures listed above will be City owned.

21. Q- Will the existing Dekalb Co. Comprehensive Transportation Plan suffice for the brunt of the work to be done in 2008/09 in order to keep any Federal funds that have previously been set aside for capital work? If so will the plan be made available to the successful proposer?

A - We were not aware of the Dekalb County Transportation Plan or the amount of Federal Funds set aside for capital work. We may or may not be able to provide this to the successful vendor, however, the scope of the Dunwoody Transportation Plan will have to be finalized through discussions with the City Manager most likely starting during the initial interview.

22. Q - Is the inventory of assets in the second and third year and each year thereafter merely an update of any new infrastructure improvements, with the first year that it is done being the most costly and comprehensive?

A - That is correct. With the addition of maintenance or wear and tear issues that may also arise during the year between updates.

23. Q- Is it mandatory that our org chart starts with a PE, registered in the State of Georgia, whom will have our Public Works Director under him along with the balance of our staff? Or could our registered PE act as support staff in a Chief Contract Administrator position on a part time basis? More importantly, is the PE a mandatory item or a preference?

A - A PE available as support staff would be sufficient for the Public Works RFP.

24. Q - What software did you use to create the org chart in the bid documents?

A - Microsoft Visio

25. Q - The addendum removes any reference to stormwater from the fee proposal. However, Item 3.3.10 - Stormwater was not deleted from the RFP. What, if anything, from item 3.3.10 still remains in 3.3 - Public Works Base Bid. If Item 3.3.10 remains a part of this contract, how are we to indicate associated fees?

A - Only the Storm Water Utility paragraph was removed in the Addenda.

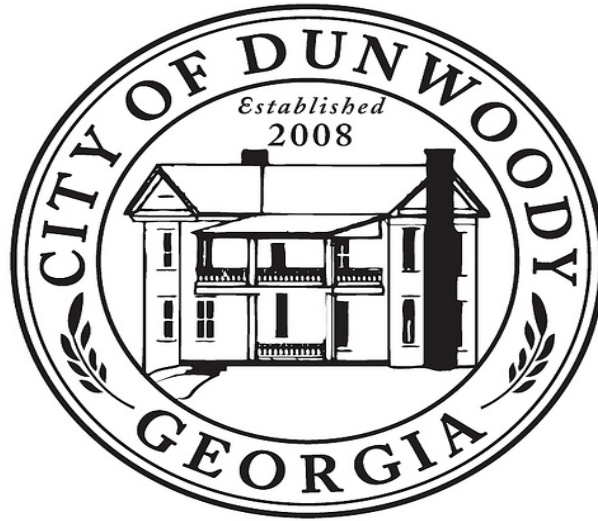
26. Q - Item 3.3.2 - Inventory of City Assets indicates that stormwater catch basins and inlet structures are to be inventoried. If Item 3.3.10 - Stormwater had been removed from 3.3 - Public Works Base Bid, does this still apply?

A - Only the Storm Water Utility paragraph was removed in the Addenda.

27. Q - Are we to include computers, printers, furniture, phone systems, software, etc. in our Fee Proposal? If so, does the City intend to establish any type of standards such that equipment and software provided under all contracts will be compatible?

A - No, the city will provide office furniture, basic equipment, and basic computer equipment and software for all full time employees at the Dunwoody City Hall. All computers and software will be standardized and will remain the property of the City.

City Of Dunwoody  
Request for Proposals for City Services



COMMUNITY DEVELOPMENT  
Dunwoody, Georgia

**Request for Proposals  
To Provide City Services**

**RFP Number 2008.002**  
October 31, 2008

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
**Dunwoody, Georgia**

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- A. Form of Contract
- B. Overall Organizational Chart for the City of Dunwoody



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**Request For Proposal (RFP): Community Development**  
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**SECTION 1 - REQUEST FOR PROPOSALS**

The City of Dunwoody is requesting proposals for Provision of Services to the City of Dunwoody, Georgia (the "City") to implement, manage and operate a wide range of services/functions for the new city becoming incorporated as of December 1, 2008. This Request for Proposals (RFP) is issued subject to all of the terms, limitations, and conditions as set forth in City Charter as passed during the 2008 Georgia Legislative Session. Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to the request shall be made in accordance with the provisions of these instructions. Services will include administration and management of the scope of work as described in Section 3 of this RFP.

**Interested firms are invited to attend a mandatory Pre-Proposal conference on November 7, 2008. There will be time set aside for questions during this meeting. This meeting will begin at 11:00 AM at The Point, 400 Northridge Road, 7<sup>th</sup> Floor, Atlanta, GA 30350.**

In accordance with the requirements of this RFP, some or all proposers may be given an opportunity to participate in presentations to the City's selection committee. Proposers selected for interviews will be notified by the City. Interviews, if needed, are proposed to be held beginning November 20, 2008. Individual presentation times will be scheduled with each selected firm.

Section 4 of this RFP includes the required format for a Form of Response to this RFP. Ten (10) copies of the response to this RFP shall be delivered no later than **4:00 pm on November 17, 2008** to the attention of the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta Georgia 30350 (770) 992-3210. Facsimile or email responses will not be accepted.

This City of Dunwoody will make the pre-proposal conference sign-in sheet available posted on the website with the RFP in an effort to assist in the pairing of potential team members for response to this RFP.

Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of the Agreement.

**City of Dunwoody**  
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**SECTION 2 - RFP SCHEDULE OF EVENTS**

The following milestone schedule represents the City's best estimate of the schedule that shall be followed.

The City reserves the right, at its sole discretion, to adjust their schedule, as it deems necessary. Notification of any adjustment to the milestone schedule shall be distributed to all firms who signed in at the mandatory pre-proposal conference.

Issue RFP	October 31, 2008
Pre-Proposal Conference (Mandatory)	November 7, 2008
Deadline for written questions	November 12, 2008
Response to Questions	November 14, 2008
Deadline for Submission of Proposals	November 17, 2008
Possible Interviews	November 20 and 21, 2008
Selection of Vendor	November 25, 2008
Limited Service Begins	December 1, 2008
Execute City Agreement	December 17, 2008
<b>Begin Full Services for the City of Dunwoody</b>	<b>January 1, 2009</b>

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**Request For Proposal (RFP): Community Development**  
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## **SECTION 3 - SCOPE OF SERVICES**

### **3.1 General**

#### **Project Description**

The City will commence municipal operations on December 1, 2008 in accordance with the recently approved City Charter. While City services will continue to be performed for the City of Dunwoody by DeKalb County from December 1, 2008 until December 31, 2008, some limited services required by this RFP will commence on December 1, 2008. Beginning on January 1, 2009 all services required by this RFP will begin under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

### **3.2 Scope of Work**

#### **Community Development**

##### **REQUIRED SERVICES**

##### **General**

The services required for which this RFP is being issued shall include but not be limited to those outlined in this Exhibit.

The intent of the Contract is that the offeror assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. The intent of the Contracts is that the offeror firm assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. Where the offeror anticipates needs that may occur which are not specifically set forth hereunder, the offeror is expected to identify with specificity those needs as part of its proposal. The scope of work under this RFP is to be in conformance with the overall City organization as defined in Exhibit "B".

It is anticipated that the proposal submitted hereunder shall, if awarded, be incorporated as an addendum to Exhibit "A" of the Contract between the offeror and the City to further define the scope of the offeror's services thereunder. Accordingly, all responses should be in a format suitable for incorporation into said Contract as an exhibit.

**City of Dunwoody**  
**Request For Proposal (RFP): Community Development**  
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All services and duties must be operational as of the date indicated in Section 2.0 of this RFP.

Each of the services below shall include, as a material provision thereof, the attendance as necessary and/or requested of any and all meetings of the City Council to discuss and/or make recommendations regarding any matters within the purview of the requested services.

Whenever the requirement calls for the offeror to develop and/or implement a policy, it shall be material provisions thereof that such policy shall be made in furtherance of the directives as provided to the offeror by the City Manager.

### **3.3 PLANNING AND ZONING**

The City of Dunwoody City Council intends to adopt a zoning and land use change moratorium for a minimum of 30 days effective December 1, 2008. After the moratorium is in place the City will adopt the existing DeKalb County Land Use, Zoning and Development ordinance. During the period of time that the moratorium is in place, the Mayor and City Council will have the opportunity to advertise and adopt changes and amendments to the old DeKalb County code in order to tailor the code to the specific needs and desires of the new City of Dunwoody.

#### **3.3.1 Community Development Director**

3.3.1.1 The successful offeror shall provide and employ a Community Development Director (CDD) to manage the Community Development operations for the City under the direction of the City Manager. Provide the full name along with a current resume of the Director candidate. The candidate will be expected to be present during all interviews, presentations, and contract negotiations with the City. The successful candidate will also be expected to maintain a presence in the new City Hall offices as soon as practically possible after receiving a notice to proceed.

3.3.1.2 The offeror proposal shall include an Organizational (Org) Chart for the proposed Community Development department. The Org. Chart shall identify the CDD as well as the other proposed positions (or functions) that will make up the Community Development department. All of the proposed personnel shall be under the supervision of a Professional Engineer (PE) who is currently registered in the State of Georgia. It is preferable, but not necessary, that a PE be an active member of the Community Development department team.

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**3.3.2 Planning and Zoning Services**

3.3.2.1 Planning and Zoning services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Planning and Zoning Department for the City. The areas of responsibility shall include but are not limited to, the following:

3.3.2.2 Provide information to builders and developers regarding policies and procedures adopted by the City related to land use planning within the city.

3.3.2.3 Provide information to the general public as it relates to all land development activities within the City.

3.3.2.4 Oversee the development, maintenance and updating of land use and zoning maps as required by state and local agencies.

3.3.2.4 Develop a policies and procedures manual which outlines all planning and zoning activities, and develops schedules and time frames for processing all land development activities (including zoning).

3.3.2.5 Provide information to the City Manager, Mayor and Council, Planning and Zoning Boards, and any other City entities needing information regarding all relevant and applicable zoning and/or planning issues.

3.3.2.6 Develop, plan, and implement, in coordination with the City Manager, procedures for the implementation and assessment of potential Impact Fees that may be assessed by the City on new development projects.

3.3.2.7 Develop, plan, and implement, in coordination with the City Manager, procedures for the issuance of certificates of use. Offeror shall verify that all business license applications meet the City's zoning codes prior to their issuance by the Finance and Administration department.

3.3.2.8 Assist the City Manager in developing Requests For Proposals to outside offerors for the production of a **Comprehensive Land Use Plan (CLUP)**. The CLUP will be the fundamental basis for all future development within the city. After the CLUP is developed, all future zonings and rezoning will be based on this document as well as all associated maps and charts. The Requests For Proposals for the CLUP are anticipated to be advertised in the Spring of 2009.

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3.3.2.9 Make recommendations to the City Manager regarding the potential administration of a Design Review Board, Planning Commission, and Board of Appeals.

3.3.2.10 Develop a system of standards for City signage and issue all required Signage permits for temporary and permanent Signage at the direction of the Planning Dept. and collect permit fees as appropriate.

### **3.4 BUILDING INSPECTIONS AND PERMITTING**

3.4.1 The Building Inspections and Permitting services shall include, establishing, staffing, and maintaining the Inspections and Permitting Departments for the City. The areas of responsibility shall include, but are not limited to, the following:

3.4.2 Develop and implement, in coordination with the City Manager , a plan review process for the City. Offeror shall develop and execute a plan for the City of Dunwoody to become a Local Issuing Authority (LIA) registered with the State of Georgia within the first two years of operation for plan review and inspections regarding land disturbance activities. Offeror shall include a Fee Schedule for the proposed Plan Review and Permitting process which could be adopted by the City as necessary.

3.4.3 Develop and implement, in coordination with the City Manager, a plan for the Building Permitting process for the City including response time standards.

3.4.4 Perform inspections and accurate enforcement of the adopted Building and City codes to ensure that every new and renovated building's Design Documents meet the building and trade codes and that the work associated with each individual trade is constructed to those standards. For historical reference; in 2007, Dekalb County performed approximately 4430 total building inspections, 6700 Electrical, 3720 Plumbing, and 1730 HVAC inspections within the Dunwoody City limits. Offeror shall develop an outline plan to complete the Building inspection process.

3.4.5 Develop and implement, in coordination with the City Manager, an outline plan for the City to conduct Soil Erosion and Sedimentation Control inspections for the City in accordance with the State of Georgia National Pollutant Discharge Elimination Standards (NPDES).

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3.4.6 Collect permit fees and issue all Building, Construction, Plumbing, Electrical, HVAC, Soil Erosion, land disturbance permits and all other related permits; in conjunction with the Planning and Zoning department.

3.4.7 Collect Historical data for the Dunwoody area from DeKalb County's Permits and Inspections department and integrate into the City of Dunwoody database.

3.4.8 Establish a web accessible database and filing system and record retention program and schedule for Permits and Inspections Documents that allows Permit applicants to check status of Permits and Inspections via the Internet.

3.4.9 The successful offeror shall also evaluate methods to incorporate Energy Efficient and sustainable (LEED) standards into the permit and inspection process.

### **3.5 MOTOR VEHICLES AND EQUIPMENT**

3.5.1 The offeror shall be responsible for providing Motor Vehicles sufficient for the operations of the Community Development department on the date of acceptance of the proposal, if the Contract is awarded to offeror by the City. This requirement shall exclude any specialized service related emergency vehicles such as Police, Medical and/or Fire Emergency Vehicles.

Vehicle make, model and age shall be subject to the approval of the City Manager and capable of temporary branding to the City of Dunwoody standards.

3.5.2 The offeror shall submit a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of offeror sufficient to ensure that the City is protected regarding the use of said vehicles.

3.5.3 The offeror shall further be responsible for all storage, maintenance, inspections, and other necessary service regarding the motor vehicles and equipment.

3.5.4 Insurance Requirements – Vehicle insurance coverage shall be current and maintained by the offeror as indicated in Exhibit "A".

### **3.6 GEOGRAPHIC INFORMATION SYSTEM (GIS)**

3.6.1 Coordinate with all other necessary City and County personnel and/or contractors the transfer, maintenance, storage and retrieval of all documents and

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records from DeKalb County, Georgia, necessary for the effective implementation and operation of the City's GIS System provided under the Community Development department. The offeror shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.

3.6.2 A citywide, cross departmental GIS shall be purchased for the City which shall include at a minimum:

Software + Hardware: ArcGIS Server 9.x Standard Enterprise - Four Core Server Solution, (1) Microsoft SQL Database Server Solution, ArcIMS for website interface, (2) Desktop Workstations, ESRI ArcInfo, (1) Multi Function Plotter/Scanner)

3.6.3 The offeror shall be responsible for setting up the new GIS system as well as for the service, update and maintenance of the GIS data bases on not less than a monthly basis.

3.6.4 The offeror shall provide any GIS related information and/or data in response to requests and needs of City personnel as well as any other contractors who may be engaged in City of Dunwoody Community Development projects.

### **3.7 ALTERNATES**

#### **3.7.1 Add Alternate #1: CODE ENFORCEMENT**

3.7.1.1 Develop and implement, in coordination with the City Manager, a plan for an on-going Code Enforcement department process for the City.

3.7.1.2 The City of Dunwoody Code Enforcement department shall be established to prevent and remedy violations on City Right of Ways as well as private and commercial property. The Enforcement Officer shall be responsible for enforcing ordinances as directed by the City Manager, Mayor and City Council.

3.7.1.5 Coordinate with City of Dunwoody Planning Dept. to ensure uniform application of codes and acquisition of any State and Federally mandated certifications



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3.7.1.6 Ensure that housing conditions, the general environment, and buildings are maintained to the minimum housing codes

3.7.1.7 Issue permits for Special Events at the direction of the Planning Dept. and collect permit fees

3.7.1.8 Develop a system of standards for Taxi and Limousine licensing and compliance.

3.7.2 Deductive Alternate #1: **COMMUNITY DEVELOPMENT DIRECTOR**

The City Manager, at the direction of City Council, may appoint a Community Development Director that would be a City employee instead of using the services of an offeror appointed employee for that position. Provide a deductive alternate price on an annual basis to eliminate that position from the Offeror's Community Development proposal.

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**SECTION 4 - GENERAL INFORMATION AND REQUIREMENTS**

**4.1 Required Response**

To be considered, the response to this Request must include a complete response to this RFP; partial or incomplete responses will not be considered. The format identified in this section is mandatory.

Responses to the RFQ will be evaluated first against a set of weighted criteria to determine those firms most qualified and suited for providing the required services. Qualifications alone will narrow the field to a shortlist of finalist firms who may be invited to interview.

Responses to the RFP must be submitted in two separate parts individually sealed in separate envelopes addressed to the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350 (770) 992-3210. The first sealed response for all portions of the response except the proposed fee schedule is due on November 17, 2008 as listed in Section 2 of this RFP. The second sealed response shall include only the proposed fee schedule for the services proposed and is due during the interview for those firms selected for interviews. See sections 4.17, 4.18, 4.19 and 4.20 below for additional details.

**4.2 Communications Regarding the RFP**

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the City's Representative, Jeff Jones at Boyken International, Inc., The Point, 400 Northridge, Suite 1200, Atlanta, Georgia 30350, telephone no. 770-992-3210, and e-mail at jjones@boyken.com.

All communications should be in writing to the City's Representative. Any oral communications shall be considered unofficial and non-binding on the City. Written questions and requests for clarification must cite the City RFP Number. The City's Representative must receive these written requests by the deadline specified in Section 2 - RFP "Schedule of Events."

The City shall respond to written questions and requests for clarification in writing that shall become addenda to the RFP. Only published addenda to written communications shall be considered official and binding upon the City. The City

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reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

The City shall distribute copies of addenda to all firms who signed in at the mandatory pre-proposal conference.

Any factual information provided by the City shall be deemed for informational purposes only. If a Proposer is relying on said factual information, it should either: (1) independently verify the information, or (2) obtain the City's written consent to rely thereon in the Written Questions and Clarification Requests process.

**4.3 Required Review and Waiver of Objection by Proposers**

Proposers should carefully review this RFP and all attachments for defects, objections, or any other matter requiring clarification or correction (collectively called "objections"). Questions or comments concerning RFP objections must be made in writing and received by the City's Representative by the deadline specified in Section 2 RFP "Schedule of Events," the deadline for Written Questions and Clarification Requests. This will allow issuance of any necessary addenda and help prevent the opening of defective Proposals upon which Contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the City in writing by the deadline for Written Questions.

Submittal of a Proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting Contract, General and Supplementary Conditions, and operates as a waiver of any objection.

**4.4 Proposal Preparation Costs**

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Proposal, or any costs incurred prior to date of Contract execution.

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**4.5 Proposal Withdrawal**

Proposers may withdraw a submitted Proposal at any time up to the deadline for submitting Proposals. To withdraw a Proposal, the Proposer must submit a written request, signed by an authorized representative, to the City before the deadline for submitting Proposals. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the deadline for submitting Proposals.

**4.6 Proposal Modification**

The City shall not accept any modifications, revisions, or alterations to Proposals after the deadline for Proposal submittal unless requested, in writing, by the City.

**4.7 Proposal Errors**

Proposers are liable for all errors or omissions contained in their Proposals. Proposers shall not be allowed to alter Proposal documents after the deadline for Proposal submittal.

**4.8 Prohibition of Proposer Terms and Conditions**

Proposers may not submit their own Contract terms and conditions in a response to this RFP. If a Proposal contains supplemental terms and conditions, the City, at its sole discretion, may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

**4.9 Right to Refuse Personnel**

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

**4.10 Licensure**

Before a Contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses as may be required for specific services. The City shall require any or all Proposers to submit evidence of proper licensure.

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**4.11 Conflict of Interest and Proposal Restrictions**

By submitting a Proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official or agent of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with this procurement.

**4.12 RFP Modification and Cancellation**

The City reserves the unilateral right to modify this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an addendum is issued, it shall be provided to all Proposers that signed in at the mandatory pre-proposal conference. Proposers shall respond to the final written RFP and any exhibits, attachments, and addenda.

**4.13 Right of Rejection**

The City reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

Any Proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable City rules and regulations. The City may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their Proposals. If a Proposer does so, the City may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in Proposals, provided such action is in the best interest of the City. Where the City waives minor variances in Proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the City. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

The City reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

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**4.14 Disclosure of Proposal Contents**

All Proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a response does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon contract award the successful Proposals and associated materials shall become public documents of the City and open for review by the public. By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents may become a public record open to public inspection subject to the open records act. The wishes of any Proposer making a Proposal, any part of a Proposal, or associated materials as proprietary and/or confidential shall be neither accepted nor honored.

**4.15 Joint Ventures**

The City will not enter into joint-venture agreements with multiple firms. In the event two or more firms wish to associate to provide these services, one incorporated firm with the financial resources and bonding capability required by the City Contract should become the prime contractor with the remaining firms being subcontractors and/or consultants to the City firm.

**4.16 Governmental Compliance**

Bidders must comply with all Federal, State and Local laws.

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**4.17 Form of Response**

The City discourages lengthy and costly Proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the Proposal clearly addresses all of the City's information requirements.

Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting the criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**The response to this RFP shall be limited to 40 (standard, single side 8.5" X 11") bound pages and shall include the following sections and be in Times New Roman 12-point font. Eleven inch by seventeen inch (11" x 17") foldouts containing charts, spreadsheets, schedules, and oversized exhibits are permissible.**

**4.18 Response Organization**

Transmittal/Offer Letter – The Proposal must include a written transmittal letter and offer of the Proposal in the form of a standard business letter. The Transmittal/Offer letter signatory must be a corporate officer of the prime contractor empowered to bind the Proposer to the provisions of the RFP and any contract awarded pursuant to the RFP. The Transmittal/Offer letter shall confirm the following RFP requirements:

1. Full Services proposed under this RFP are to commence on January 1, 2009.
2. Partial Services proposed under this RFP are to commence on December 1, 2008.
3. The Proposal shall remain valid for at least one hundred and twenty (120) days subsequent to the date of Proposal submission, and thereafter

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in accordance with any resulting Contract between the Proposer and the City

4. Identify the complete name and federal tax identification number of the prime firm making the proposal.
5. Provide the name, mailing address, e-mail address and telephone number of the person the City should contact regarding the Proposal.
6. Provide written confirmation that the Proposer will comply with all of the provisions in this RFP and accept all terms and conditions set out in this RFP and the attachments thereto.

Table of Contents – Provide a table of contents referring to the specific sections within the response to this Request. All sections shall be listed in the same order as enumerated in this document and separated with tabs.

Project Team Composition – Provide a project organization diagram (1 page) and narrative description of the proposed firm(s) and their members, articulating the specific project organization and lines of contact and communication. Include the Project Team Composition Form that is included in the next Section.

Proposed Staffing Plan– Provide a project staffing plan that will include a Project Team organizational chart (1 page) and a personnel roster (maximum of 8 pages) of the KEY personnel who will be assigned to perform duties or services under the City Agreement. The roster should identify the key personnel, their title and position on the project, their home office location, and a percent of time committed to this project. All office staff proposed for full-time positions must work in offices provided by the City of Dunwoody with other full-time staff. All office staff proposed as part-time may be housed at the offeror's home office.

Résumés – Provide résumés that indicate the education, relevant experience/expertise and employment history of each key person identified for this project.

City Services Management Plan – Provide a services management plan which demonstrates an understanding of the services required and that the Proposer has developed an organizational structure and methodology that is capable of early validation for the services. The services management plan will outline the scope of work of each team member, and the plans and strategies related to how the Proposer



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intends to execute, communicate and control the services. The services management plan will include the following basic components:

1. Narrative description of how you will perform the activities and tasks associated with the administration, management, and the timely production of the services required.
2. Description of services management monitoring and reporting system processes and procedures.
3. Narrative description to demonstrate recent history in conducting the services proposed under the scope of work.

Evaluation Questionnaire - Complete and submit the attached evaluation questionnaire. All responses will be reviewed, evaluated and ranked. Be sure to include full information for all items.

Fee Schedule - Submit proposed fees for services using the fee schedule format included in section 5.3 of this RFP. **Fee schedules are to be submitted only by those firms selected for interviews, in a sealed envelope during the interview. Do not include proposed fees in the submission of proposals.**

#### **4.19 Proposal Submittal**

No later than the deadline noted in section 2 RFP "Schedule of Events," ten (10) original copies of the form of response to this request are required to be delivered to the City, in care of Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350, (770) 992-3210. It is the sole responsibility of the responder to assure delivery to the appropriate party, at or before the time identified. The City cannot accept responsibility for incorrect delivery regardless of reason.

#### **4.20 Interviews**

The City reserves the right to conduct interviews of any or all proposers as it deems necessary. Interviews shall be conducted for those offerors determined to be best qualified for award. Dates for interviews have been established as beginning on November 20, 2008. The exact time and location of interviews will be coordinated by the City with individual offerors.

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Interviews will last 1 hour. Proposers will have one half hour (30 minutes) for presentation. The remaining 30 minutes shall be for questions and answers. PowerPoint, video, or other electronic presentation media will not be allowed.

Proposers' participants in the interview shall be limited to key personnel identified on the proposed project team roster who will actually be productively involved in the delivery of services under this RFP.

Proposers shall leave behind ten (10), 8½" x 11" size copies of their presentation.

**4.21 City's Request for Additional Information**

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

**4.22 Right of Negotiation**

The City reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

**4.23 Selection Committee**

The selection committee will include participation by the Mayor, City Council Representative(s), City Manager, and City Consultants.

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**SECTION 5 - FORMS**

**5.1 Project Team Composition**

List all major firms. Please fill in all blank fields.

	<u>Firm Name</u>	<u>Description of Services to be Provided</u>
1		
2		
3		
4		
5		

**5.2 Evaluation Questionnaire**

All responses to the items listed on this questionnaire will be reviewed, evaluated and ranked. Be sure to provide full information to all items.

1. List the number of years your firm has been in business under the current name:
2. In the previous five (5) years, has this firm ever been terminated from a contract for non-performance of work OR has any officer or principal of your firm been terminated for non-performance of work? Explain.
3. In the previous five (5) years, has your firm or have any principals of your firm had a court judgment made against them for litigation claims related to a contract? Explain.

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4. Has your firm ever been involved or is your firm currently involved in bankruptcy proceedings or currently under bankruptcy protection under your firm's current name or any previous firm names? Explain.
5. Has any principal or officer of this firm been a principal or officer of any firm when it was involved in bankruptcy proceedings? Explain.
6. Give three references for whom your company has provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
  - The name of the organization to which the services were provided;
  - Project location;
  - Dates services were performed;
  - Brief description of project;
  - A current contact name, together with organizational title, and
  - The contact's current address and telephone number.

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7. Give three references each for whom your subcontractors have provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
- The name of the organization to which the services were provided;
  - Project location;
  - Dates services were performed;
  - Brief description of project;
  - A current contact name, together with organizational title, and
  - The contact's current address and telephone number.

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8. Regarding all other firms included on your team as subcontractors to your firm, have each of these subcontractors worked together with your firm on previous contracts? If so, how many times? Please list up to five of the most recent contracts and the services provided by each firm. Include a brief description of the Owner or contracting entity, scope of work, the contract values, and the completion date of the work.

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5.3 Proposed Fee Schedule

		MONTHLY		
SERVICE	FEE BASIS	LUMP SUM	OR	NOT-TO-EXCEED FEE
Community Development Director				
Planning & Zoning Services				
Building Inspections & Permitting				
Motor Vehicles & Equipment				
GIS System				
Add Alternate #1: Code Enforcement				
Deductive Alternate #1: Community Dev. Director				
TOTALS				

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**SECTION 6 - EVALUATION CRITERIA**

All proposals will be evaluated from the written responses and interviews as set forth in this RFP document. The evaluations will be based on the following criteria.

**6.1    Project Organization and Staffing   25%**

- a) Project Team Composition
- b) Staffing Plan – Both positioned at City Hall and at home office or in the field if applicable.
- b) Location of Home Office(s) of Key Personnel
- c) Experience and Success of This Team with Similar Scope of Work

**6.2    Proposed City Services Management Plan   25%**

- a) Understanding of Services Required
- b) Organizational Structure
- c) Management Methodology
- d) Recent History of Providing Similar Services

**6.3    Evaluation of Questionnaire   25%**

- a) Number of Years in Business
- b) Completed Contracts
- c) Court Judgment or Litigation
- d) Stability
- e) References
- f) Teaming Experience

**6.4    Fee Schedule   25%**

- a) Fees Proposed



**RFP EXHIBIT A**  
**PROPOSED CONTRACT**  
**BY AND BETWEEN**  
**CITY OF DUNWOODY, GEORGIA**  
**AND**

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**FOR PROVISION OF**  
**MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the CITY OF DUNWOODY, a Georgia municipal Contractor, (the "CITY"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, the City of Dunwoody has requested proposals for provision of certain services for the new City to be incorporated on December 1, 2008; and

**WHEREAS**, the City and the Contractor desire to establish a business relationship in which the Contractor will provide certain services to the City pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the terms and conditions sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Parties as follows:

**Section 1. Scope of Service.** The Contractor agrees to provide to the City professional services set forth in Exhibit A hereof (hereinafter "Services").

1.1 In providing Services to the City, the Contractor shall (1) use best efforts and professional skills to provide maximum service to the City to the extent and in the manner hereinafter described; (2) act in a manner consistent with the applicable standards of regulatory, licensing, or other organizations or bodies or which the Contractor is a member or which is customary for the area of the service rendered.

1.2 The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid status, all licenses, certificates, and permits necessary to perform the services herein. Contractor represents to the city that the Contractor is, and any subcontractors of the Contractor are, properly licensed and/or registered with the State of Georgia for the performance of the Services (if licensure and/or registration is required by applicable law).

1.3 Contractor shall maintain all records in accordance with all applicable laws and guidelines for municipalities, including GAAP, GASB and GFOA standards, and shall produce and deliver to the City Manager any and all information and reports as requested by the City Manager. All records and related materials belong to the City, as do all files, notes, returns, spreadsheets, and any and all other documents or files concerning customers of the City or customers who have been serviced by the City.

1.4 Except as otherwise specifically set forth, such services shall encompass those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal departments for those services in accordance with the Charter of the City, and the Statutes of the State of Georgia.

1.5 All communications to the Mayor, City Council and press shall be through the City Manager. All mass communications to residents shall be reviewed and approved by the City Manager prior to printing and dissemination.

1.6 All City owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any non-city or personal purposes.

1.7 Contractor shall comply with all OSHA and other applicable standards for work place safety. Contractor shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.

1.8 Contractor Compliance with Laws. The Contractor shall comply with all applicable federal, state, local laws, ordinances, regulations, and resolutions. Without limiting the foregoing, Contractor shall comply with all wage and hour laws and OSHA and other applicable federal and state statutes, regulations and standards for workplace safety.

1.9 The Contractor shall perform the Services herein in accordance with this Agreement and shall promptly notify the city concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. In interpreting the Services and level of Services required hereunder, the Parties shall apply the principle that the City desires to provide the services within the City at a service level at least comparable to similar sized cities in the Atlanta area.

## **Section 2. Contractor Employees**

2.1 All personnel employed by Contractor in the performance of such services, functions and responsibilities as described and contemplated herein for the City shall be and remain Contractor employees (the "Contractor Employees").

2.1 Contractor shall be solely responsible for all compensation benefits, insurance and rights of the Contractor employees during the course of employment with Contractor. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 *et seq.*, or any other amenities of employment to any of the Contractor Employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

2.2 The Contractor Employees, when appropriate, shall wear attire with the logo of the City when they are performing Services for the City, except as otherwise directed by the City Manager.

## **Section 3. Compensation**

3.1 The City shall pay the Contractor for the Contractor Services as provided in Exhibit A hereof.

## **Section 4. Term and Termination**

4.1 This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and continue for a period of \_\_\_\_ (\_\_\_\_) months terminating on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

4.2 This Agreement may be terminated by either party upon material breach of any term, covenant or condition of this Agreement, and the failure to cure any such breach within ten (10) days following written notice thereof.

4.3 The City may terminate this Agreement with or without cause upon sixty (60) days' written notice to the other party.

4.4 Contractor may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to City; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after receipt thereof by City.

4.5 The following events shall each be deemed to cause immediate termination thereof, and upon occurrence thereof, this Agreement shall automatically terminate without notice: (a) there are instituted proceedings by or against the Contractor in bankruptcy, the Contractor makes an assignment of its assets for the benefit of creditors, or the Contractor shall admit insolvency; or (b) the Contractor is indicted for or convicted of any felony or converts or embezzles any property or funds of others.

4.6 Effects of Termination or Failure to Renew. Upon termination or non-renewal of this Agreement, the Contractor shall: (a) immediately cease all use of, and return to the City within ten (10) days, any and all property of the City in the Contractor's possession at the date of termination furnished by the City and (b) immediately cease all activities promoting the City's business unless otherwise agreed between the parties. Upon termination or non-renewal of this Agreement, the Contractor and the City shall continue to use their best efforts to conclude transactions that have not been completed prior to termination or non-renewal.

4.7 The parties further agree that in the event of termination or non-renewal, neither party shall be liable to the other for compensation or damages for expenditures, investments, leases, or other commitments made in connection with the business of such party or in reliance on the existence of this Agreement.

4.8 In the event of termination by either party, the other party shall render such reasonable aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

## **Section 5. Option to renew**

5.1 This Agreement shall be automatically renewed for a period of two (2) one (1) year terms at the expiration of the initial term, unless the City furnishes Contractor affirmative written notice of its intent not to renew this Agreement not less than sixty (60) calendar days prior to the expiration of this Agreement.

## **Section 6. Default**

6.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing, an event of default shall include the following:

- a. Contractor has not materially performed services per this Agreement on a timely basis;
- b. Either Party made a representation or warranty hereunder or herein that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Agreement or the ability of either Party to carry out its obligations hereunder.
- c. Contractor has been adjudged as bankrupt or Contractor makes a general assignment for the benefit of their creditors, appoints a receiver on account of their insolvency, or files a petition to take advantage of any debtor's act.

6.2 In the event of a Default, this Agreement may be terminated by the performing party only after the performing party first provides written notice to the non-performing party of the Default, which notice shall specify the Default, provide both a demand to cure the Default and a reasonable time to cure the Default, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the Default. For purpose of this Section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) calendar days. A failure to cure a Default within the specified time shall result in termination of the Agreement on the date set forth in the Notice.

6.3 Any Party in Default shall be liable for all damages resulting from the Default.

6.4 The Party's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Party in law or in equity.

## **7. Representations and Warranties of the Contractor**

7/1 The Contractor hereby warrants and represents and agrees with the City as follows:

(a) No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Contractor to perform Contractor Services under this Agreement.

(b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound.

(c) Contractor by execution hereof does hereby represent to City that Contractor has full power and authority to make and execute this Service Agreement, to the effect that the making and execution hereof shall create a legal obligation upon Contractor, which shall be legally binding upon Contractor.

(d) Nothing contained or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Georgia.

**8. Liability for Damages.** The Contractor shall be fully responsible for any and all claims or damages whatsoever arising from any act or omission on his part made in connection with providing the Contractor Services.

## **Section 9. Indemnification.**

9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for reason of any action, suit, proceeding, demand, or judgment incident to any of the matters arising out of any errors, omissions, misconduct or negligent acts, errors, or omissions of Contractor, its officials, agents, employees or subcontractors in the performance of the services of Contractor under this Agreement, whether direct or indirect, and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

9.2 Should the City seek indemnification pursuant to the above, it shall give prompt notice to the Contractor of the assertion of any claim, or the commencement of any action, suit, or proceeding, in respect of which indemnity may be sought hereunder and will give the Contractor such information with respect thereto as the Contractor may reasonably request, but no failure to give such notice shall relieve the Contractor of any liability hereunder. The Contractor may, at its expense, participate in the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel mutually satisfactory to the City and the Contractor. The City and the Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by the Contractor, the Contractor shall submit any proposed settlement under this Section for the City's approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and the Contractor), separate from counsel employed by the Contractor

in any such action. The Contractor shall be liable for the fees and expenses of counsel employed by the City if the Contractor has not assumed the defense thereof. Whether or not the Contractor chooses to defend or prosecute any claim involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

9.3 In determining the amount of any loss, liability, or expense for which any City is entitled to indemnification under this Agreement, the gross amount thereof will be reduced by any insurance proceeds actually paid to any City under any insurance policies held by such City; provided, however, that if such party has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, such party shall reimburse the Contractor for amounts paid to such party to the extent of the insurance proceeds so received.

9.4 If both the Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this Section, the parties agree that the insurance coverage of the Contractor will be called upon before the insurance coverage of the City is called upon.

9.5 Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth in Section

9.6 Nothing in this Section shall:

- (a.) Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or
- (b.) Limit or prevent either Party from joining the other party or any affiliate of a Party in any claim, suit, action or proceeding involving a Third Party Claim through interpleading, third-party claim, cross-claim or otherwise limit or prevent a Party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

## **Section 10. Insurance**

10.1 Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this Section. Certificates of insurance reflecting evidence of the required insurance will be provided to the City Manager for his approval, however, said approval by the City Manager shall not be unreasonably withheld.

- (a) All insurance carriers, except Worker Compensation carrier, must have an A.M. Best Rating of A- VIII or higher. Surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best rating of A- VIII or better

10.2 Contractor shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts reasonably approved by the City Manager, with such coverages specifying reasonable amounts of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et. seq.* Contractor shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of expiration of this Agreement. Upon request of City, Contractor shall make available for inspection copies of any claims filed or made against

any policy during the policy term. Contractor shall additionally notify City, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$10,000 during the policy term.

- (a) All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City

10.3 Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, with financial ratings acceptable to the City Manager. The City shall be named as an additional insured on casualty policies. Contractor agrees to furnish City with at least forty-five (45) days prior written notice of any cancellation or reduction of coverage of any insurance policy required under this Agreement.

10.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, Contractor shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension hereunder is in effect. Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

10.5 The costs of all policies of insurance required hereunder shall be the obligation of Contractor and the City shall in no way be responsible therefore.

10.6 Contractor shall provide the following insurances throughout the term of the Agreement, and shall provide to City Certificates of Insurance demonstrating compliance with this provision:

- (a) Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Georgia. Such workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et seq.*
- (b) Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, including onsite and offsite operations.
- (c) Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered acts of the Contractor undertaken to provide services for the City as required in this Agreement or omission of Contractor or any of its employees, or subcontractors.
- (d) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- (e) Excess Liability Insurance with limits of One Million Dollars (\$1,000,000).

10.7 Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of this Agreement.

10.8 Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintain by Contractor at Contractor's expense.

10.9 The Contractor shall agree to waive all rights of subrogation against the City, the City Council members, its officers, officials, employees and volunteers from losses arising from work performed by the contractor for the City.

10.10 Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies and contents is required if needed to perform the services called for under this Agreement. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies and contents. The City shall not be responsible for any deductibles or coinsurance that may be applicable

10.11 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and Subcontractor of their liability provisions under this Agreement.

10.12 The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

### **Section 11. Conflicts**

11.1 Neither Contractor nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

11.2 Neither Contractor nor any of its officers or employees shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.

### **Section 12. Non-discrimination**

12.1 Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

### **Section 13. Independent Contractor**

13.1 The parties agree that the Contractor is an independent contractor, and, as such, the Contractor is neither a partner, agent, employee, nor principal of the City, nor is the Contractor a joint venturer with the City.

### **Section 14. Attorney's Fees**

14.1 If the either City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the Contractor shall pay the actual attorney's fees and costs incurred due to such of both the City and the Contractor.

### **Section 15. Data**

15.1 Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of City and City shall have the full right to use such data for any official purpose permitted under Georgia Statutes, including making it available to the general public. Such use shall be without any additional payment to or

approval by Contractor. City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

15.2 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the City. Contractor shall not include in the data any copyrighted matter unless Contractor obtains the written approval of the City Manager and provides said City Manager with written permission of the copyright owner for Contractor to use such copyrighted matter in the manner provided herein.

15.3 The records of the Contractor related to the provision of Services such as public records as defined in the Georgia statutes ("GORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under GORA are to be at the City offices or accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies and shall be administered through the City Manager or his designee. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Agreement. All public records request shall go through the City Attorney for determination if records should be disclosed, before submitting the request to the Contractor. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

## **Section 16. Compliance**

16.1 Contractor shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

16.2 Contractor acknowledges that the City is advised by its City Attorney and that, on all legal matters, Contractor shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City.

16.3 Contractor acknowledges that the City is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters), and that, on all matters within their respective expertise, Contractor shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

## **Section 17. Audits and Inspections**

17.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. Contractor shall make all necessary books and records available for audit in DeKalb County, Georgia.

17.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

## **Section 18. Governing Law and Venue**



18.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Any legal actions instituted by a party hereto shall be brought in the state court(s) located in DeKalb County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

#### **Section 19. Headings**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

#### **Section 20. Severability**

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **Section 21. Cooperation.**

21.1 Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

#### **Section 22. Entire Agreement**

22.1 This Agreement and its attachments constitute the entire agreement between Contractor and City, and all negotiations and oral understandings between the parties are merged herein.

22.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

#### **Section 23. Waiver**

23.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

#### **Section 24. Notices**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or hand delivered. Unless otherwise changed after providing proper Notice, the parties designate the following as the respective places for giving of notice:

For Contractor:

For City:

#### **Section 25. Assignability**

Contractor shall not assign any of the obligations or benefits imposed hereby or contained herein, without the written consent of the City, which consent must be evidenced by a duly passed Resolution. This contract for services is partially and/or fully assignable by the City on sixty (60) days notice to Contractor. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility.

**AGREEMENT BY AND BETWEEN CONTRACTOR AND THE CITY OF DUNWOODY  
FOR CONTRACT SERVICES AS SET FORTH HEREIN.**

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_  
DATE

CITY OF DUNWOODY

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Approved as to form and legal sufficiency subject to execution  
by the parties

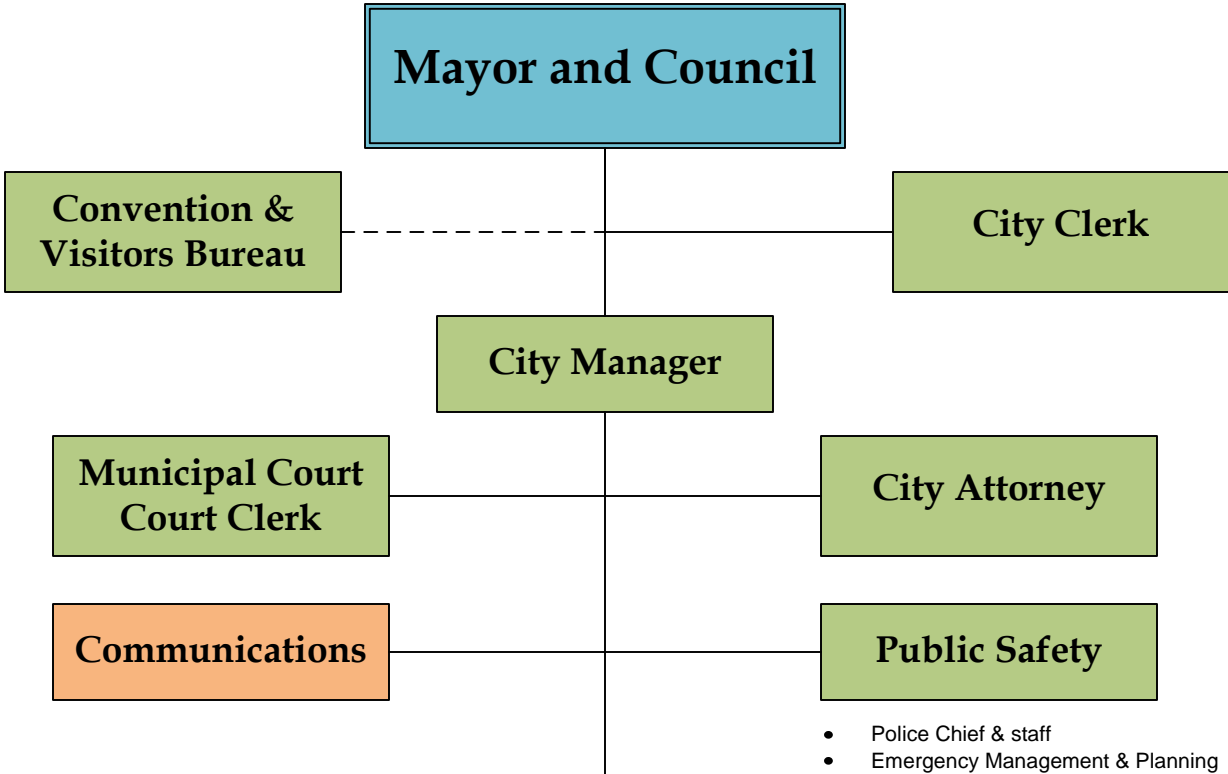
By: \_\_\_\_\_

\_\_\_\_\_  
DATE

City Attorney



Preliminary Organizational Chart  
October 30, 2008

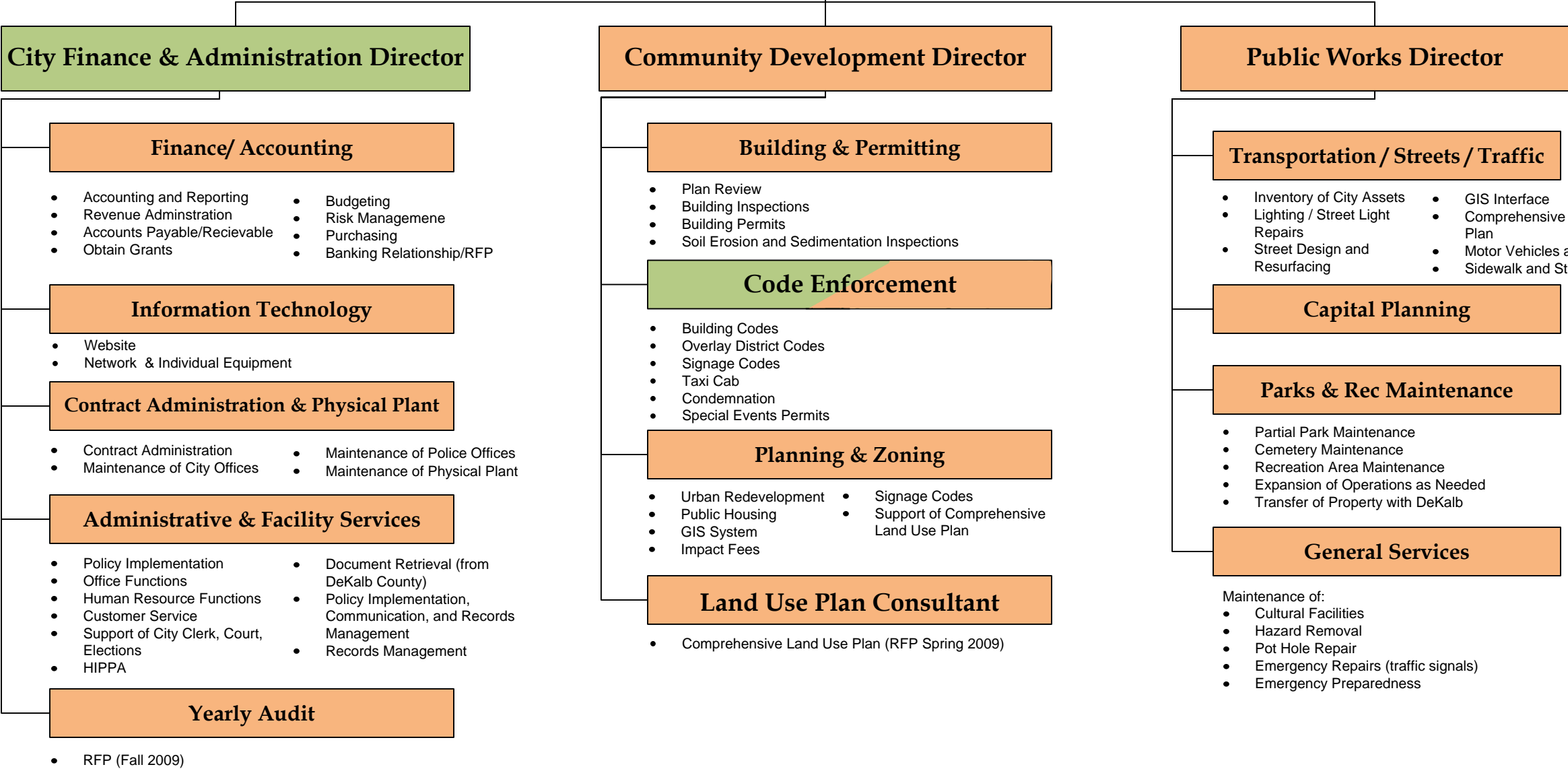


DeKalb County Functions

- 911 Services
- Fire & Rescue
- Animal Control
- Water\Sewer System
- Jail Services
- Air Quality (State EPD)
- Property Tax Assessment
- Elections
- Emergency Response
- Health
- School System
- Homestead Exemption
- Libraries
- Hospital Services

To Be Decided

- Museums
- Public Transportation
- Sanitation Services
- Property Tax Collection
- City Related Elections



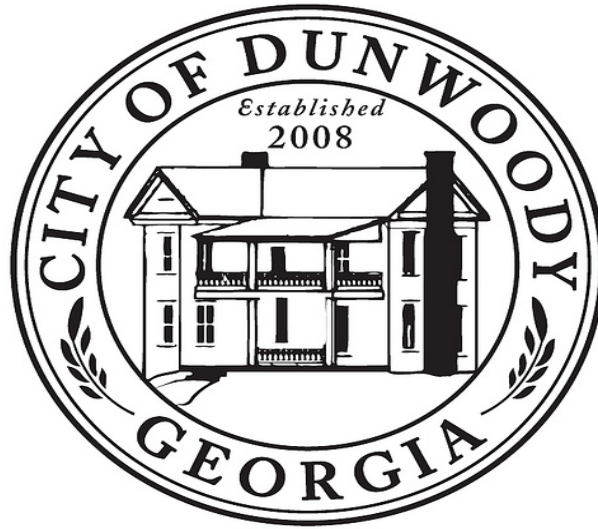
Legend

City Employee

Vendor Services



City Of Dunwoody  
Request for Proposals for City Services



Financial and Administrative Services  
Dunwoody, Georgia

**Request for Proposals  
To Provide City Services**

**RFP Number 2008.001**

**October 31, 2008**

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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***Exhibits***

The following exhibits are included:

- A. Form of Contract
- B. Overall Organizational Chart for the City of Dunwoody

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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**SECTION 1 - REQUEST FOR PROPOSALS**

The City of Dunwoody is requesting proposals for Provision of Services to the City of Dunwoody, Georgia (the "City") to implement, manage and operate a wide range of services/functions for the new city becoming incorporated as of December 1, 2008. This Request for Proposals (RFP) is issued subject to all of the terms, limitations, and conditions as set forth in City Charter as passed during the 2008 Georgia Legislative Session. Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to the request shall be made in accordance with the provisions of these instructions. Services will include administration and management of the scope of work as described in Section 3 of this RFP.

**Interested firms are invited to attend a mandatory Pre-Proposal conference on November 7, 2008. There will be time set aside for questions during this meeting. This meeting will begin at 10:00a.m. at The Point, 400 Northridge Road, 7<sup>th</sup> Floor, Atlanta, GA 30350.**

In accordance with the requirements of this RFP, some or all proposers may be given an opportunity to participate in presentations to the City's selection committee. Proposers selected for interviews will be notified by the City. Interviews, if needed, are proposed to be held beginning November 20, 2008. Individual presentation times will be scheduled with each selected firm.

Section 4 of this RFP includes the required format for a Form of Response to this RFP. Ten (10) copies of the response to this RFP shall be delivered no later than **4:00 pm on November 17, 2008** to the attention of the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta Georgia 30350 (770) 992-3210. Facsimile or email responses will not be accepted.

This City of Dunwoody will make the pre-proposal conference sign-in sheet available via posted on the website with the RFP in an effort to assist in the pairing of potential team members for response to this RFP.

Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of the Agreement.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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**SECTION 2 - RFP SCHEDULE OF EVENTS**

The following milestone schedule represents the City's best estimate of the schedule that shall be followed.

The City reserves the right, at its sole discretion, to adjust their schedule, as it deems necessary. Notification of any adjustment to the milestone schedule shall be distributed to all firms who signed in at the mandatory pre-proposal conference.

Issue RFP	October 31, 2008
Pre-Proposal Conference (Mandatory)	November 7, 2008
Deadline for written questions	November 12, 2008
Response to Questions	November 14, 2008
Deadline for Submission of Proposals	November 17, 2008
Possible Interviews	November 20 and 21, 2008
Selection of Vendor	November 25, 2008
Limited Service Begins	December 1, 2008
Execute City Agreement	December 17, 2008
<b>Begin Full Services for the City of Dunwoody</b>	<b>January 1, 2009</b>



**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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## **SECTION 3 - SCOPE OF SERVICES**

### **3.1 General**

#### **Project Description**

The City will commence municipal operations on December 1, 2008 in accordance with the recently approved City Charter. While City services will continue to be performed for the City of Dunwoody by DeKalb County from December 1, 2008 until December 31, 2008, some limited services required by this RFP will commence on December 1, 2008. Beginning on January 1, 2009 all services required by this RFP will begin under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

### **3.2 Scope of Work**

#### **Financial and Administrative Services**

#### **REQUIRED SERVICES**

##### **General**

The services required for which this RFP is being issued shall include but not be limited to those outlined in this Exhibit.

The intent of the Contract is that the offeror assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. The intent of the Contracts is that the offeror firm assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. Where the offeror anticipates needs that may occur which are not specifically set forth hereunder, the offeror is expected to identify with specificity those needs as part of its proposal. The scope of work under this RFP is to be in conformance with the overall City organization as defined in Exhibit "B".

It is anticipated that the proposal submitted hereunder shall, if awarded, be incorporated as an addendum to Exhibit "A" of the Contract between the offeror and the City to further define the scope of the offeror's services thereunder. Accordingly, all responses should be in a format suitable for incorporation into said Contract as an exhibit.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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All services and duties must be operational as of the date indicated in section 2.0 of this RFP.

Each of the services below shall include, as a material provision thereof, the attendance as necessary and/or requested of any and all meetings of the City Council to discuss and/or make recommendations regarding any matters within the purview of the requested services.

Whenever the requirement calls for the offeror to develop and/or implement a policy, it shall be material provisions thereof that such policy shall be made in furtherance of the directives as provided to the offeror by the City Finance & Administration Director and the City Manager. It is the intent to outline below general requirements of the offeror in the production of work at the direction of the City Finance & Administration Director.

### **3.3 FINANCE AND ACCOUNTING**

#### **3.3.1 Revenue Administration**

3.3.1.1 It is the intent of the City of Dunwoody that the offeror take aggressive and proactive steps to collect any and all revenues due to the City in order to ensure timely and complete collection of the City's revenues. Financial Services shall include, but not be limited to the following:

3.3.1.2 Coordinate with local, state and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions to ensure full and timely collection of all monies due to the City.

3.3.1.3 Assist the City Finance & Administration Director with the collection and disbursement of taxes, assessments, fees, charges, grants, and other impositions to ensure full and timely collection of all monies due to the City. Alcohol license volume is expected to be around 100 licenses and approximately 2000 business licenses.

3.3.1.4 Administer the fees, charges and their miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with the City programs.

3.3.1.5 Recommend enforcement actions to the City Finance & Administration Director to induce payment in accordance with the City's policies and procedures.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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3.3.1.6 Prepare monthly financial reports as directed by the City Finance & Administration Director.

**3.3.2 Capital Program Administration:**

3.3.2.1 Coordinate with the City Finance & Administration Director the capital needs of the City.

3.3.2.2 Assist in obtaining financing if necessary and maintain proper fund accounting procedures.

3.3.2.3 Assist in the administration and implementation of capital program financing.

**3.3.3 Investment Services**

3.3.3.1 Assist in investing City funds per approved City of Dunwoody policies.

3.3.3.2 Produce timely reports on the performance of the City's investments as directed by the Finance and Administration Director.

**3.3.4 Fund Accounting**

3.3.4.1 Establish and maintain a Fund Accounting System in accordance with Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), the Uniform Accounting System prescribed by Department of Community Affairs and the rules of the Georgia Department of Audits and Accounts.

3.3.4.2 Prepare reports for Department of Community Affairs and State Revenue Department and distributions.

3.3.4.3 Prepare all other financial reports as required by applicable law and accounting standards.

**3.3.5 Accounts payable/receivable**

3.3.5.1 Install and administer the purchase order system and make timely payment of all invoices.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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3.3.5.2 Coordinate tax collection, franchise fees, utility taxes and all other receivables to ensure full and timely receipt of all receivables.

**3.3.6 General fixed asset accounting**

3.3.6.1 Account for assets constructed by or donated to the City for maintenance.

3.3.6.2 Inventory and maintain a list of all City property in accordance with GASB #34 and the Georgia Department of Audits and Accounts.

**3.3.7 Budgeting**

3.3.7.1 Assist the City Finance & Administration Director with annual budgeting and budgeting maintenance per GASB and Governmental Finance Officers Association (GFOA) standards.

3.3.7.2 Liaison with all City departments on budget preparation and administration.

3.3.7.3 Provide material for and attend all budget meetings, hearing and public meetings.

3.3.7.4 Coordinate with other departments and governmental entities as necessary.

**3.3.8 Forecasting**

3.3.8.1 Assist City Finance & Administration Director with detailed financial forecasts and analyses.

3.3.8.2 Identify trends and analyze their impact upon City's finances, operations and capital.

3.3.8.3 Recommend policy and action recommendations.

3.3.8.4 Coordinate with other departments and governments.

**3.3.9 Comprehensive Annual Financial Report (CAFR)**

3.3.9.1 Prepare the Annual Financial Report for Units of Local Government, in accordance with Generally Accepted Accounting Principles as defined by the Government Finance Officers Association.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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3.3.9.2 Strive for GFOA budget and CAFR annual awards.

**3.3.10 Risk Management**

3.3.10.1 Recommend and advise the City Finance & Administration Director of the appropriate amounts and types of insurance and assist with procuring all necessary insurance.

3.3.10.2 Process and assist in the investigation of insurance claims, in coordination with the City Attorney.

3.3.10.3 Develop and maintain a risk management claims review procedure, in coordination with the City Finance & Administration Director and City Attorney.

3.3.10.4 Review insurance policies and coverage amounts of City vendors and make recommendations for changes.

**3.3.11 Purchasing**

3.3.11.1 Recommend to the City Finance & Administration Director and assist in the implementation of procurement policies and procedures.

3.3.11.2 Assist in selection of vendors.

3.3.11.3 Participate in county and state level purchase plans.

3.3.11.4 Prepare RFP's, as directed by the City Finance & Administration Director.

3.3.11.5 Prepare and process requisitions.

3.3.11.6 Ensure that transparency and impartiality are hallmarks of the procurement process of the City of Dunwoody.

**3.4 INFORMATION TECHNOLOGY**

The City will own all hardware, software, and data. As new requirements arise, purchases must be authorized by the city and will become City property. The City anticipates 25 to 30 staff and vendor personnel to be located within the City Hall and a Police Force of 35 to 40 personnel.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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### **3.4.1 City Website**

3.4.1.1 Design and maintain the City website including, but not limited to, City contact information, statistics, history, departmental and facility description, Council meeting schedule, meeting agendas, agenda packages, minutes, codes, ordinances, notices, pictures, and multimedia.

3.4.1.2 Publish City provided GIS database interface on the website.

### **3.4.2 Information Technology**

3.4.2.1 Assist with the purchase of, install, configure, and maintain hardware and software sufficient to efficiently satisfy all City needs. Hardware includes, but is not limited to, desktop computers, laptop computers, peripherals, cell phones, mobile devices, copiers, printers, scanners, faxes, plotters, cameras, projectors, and audio recorders. Software includes, but is not limited to, systems for accounting, human resources, work order tracking, public works, capital planning, court management, police force, and geospatial information system (GIS) integration.

3.4.2.2 Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance & Administration Director.

3.4.2.3 Maintain software and hardware interoperability among users and systems. The local area network is TCP/IP based and IPV6 compatible. The computer network is based upon Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.

3.4.2.4 Maintain a three year replacement program for all computers and equipment.

3.4.2.5 Provide all users with email for internal and external communications, common contact lists, and scheduling.

3.4.2.6 Archive and retrieve all emails to comply with open records requests.

3.4.2.7 Provide for the centralized, electronic storage of the City's documents.

3.4.2.8 Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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3.4.2.9 Provide Internet access, anti-virus, anti-malware, anti-spam, and patch management for all users.

3.4.2.10 Provide firewall protection for the local area network.

3.4.2.11 Provide virtual private network connectivity for remote users.

3.4.2.12 Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.

3.4.2.13 Administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.

3.4.2.14 Administer network services including, but not limited to, Active Directory, DHCP, DNS, RPC, IIS, and Print.

3.4.3.15 Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services.

3.4.3.16 Coordinate the procurement, installation, configuration and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.

3.4.3.17 Upon request, provide schema and any and all database data in a standard SQL format for importation into a non vendor database.

### **3.4.3 Telephone System**

3.4.3.1 Assist with the purchase of, install, configure, and maintain the phone system including the City Hall, Police Force, and remote connections such as parks to satisfy all needs of the City.

3.4.2.2 Maintain switches, cabling, and patch cords for all users.

3.4.2.3 Administer the phone system including, but not limited to, user configuration, phone features, hunt groups, auto-attendant, voice mail, facsimile, and conference bridges.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
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3.4.2.4 City telephones shall be manned from 7:30am until 6:00pm, Monday through Friday. After 6:00pm and on holidays, a voicemail recorder may be used.



**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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### **3.5 CONTRACT ADMINISTRATION AND PHYSICAL PLANT**

#### **3.5.1 Contract Administration**

3.5.1.1 Assist the City Finance & Administration Director in negotiating City contracts, as directed by the City Finance & Administration Director.

3.5.1.2 Advise the City Finance & Administration Director on the status of negotiations as well as contract provisions and their impacts on the City.

3.5.1.3 Make recommendations on contract approval, rejection, amendment, renewal, and cancellation, as directed by the City Finance & Administration Director.

3.5.1.4 Provide contract administration and supervision of all contracts, as directed by the City Finance & Administration Director.

3.5.1.5 Ensure ongoing protection of City interests.

3.5.1.6 Ensure compliance with all laws related to bidding, contracting and purchasing as set forth in the State of Georgia.

3.5.1.7 Assist, create and coordinate any necessary grant applications and submissions as directed by the City Finance & Administration Director.

#### **3.5.2 Physical Plant Requirements**

3.5.2.1 The City of Dunwoody shall provide office space for all full time office based employees proposed under this RFP. The City of Dunwoody shall also supply furniture, fixtures and equipment for all city offices and employees. The offeror shall assist the City Finance & Administration Director with maintenance of the office space and furnishings, fixtures, equipment and supplies including but not limited to procurement, repairs, cleaning, and maintaining good working order of all facilities commensurate with local governmental standards. This provision shall apply to all city offices including offices of the City Manager and associated staff (City Clerk, Municipal Court Clerk, City Attorney, Communications Director, etc.), City Finance & Administration Services, Community Development Services, Public Works Services and Public Safety Services. This provision, however, shall not apply to landscaping maintenance of any City rights of way or land.

**City of Dunwoody**  
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**Dunwoody, Georgia**

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**3.6. ADMINISTRATIVE AND FACILITY SERVICES**

**3.6.1 Policy Implementation**

3.6.1.1 Assist City Finance & Administration Director with the research of current and likely future trends impacting the city.

3.6.1.2 Assist City Finance & Administration Director in preparing administrative and financial analysis of all available options.

3.6.1.3 Attend all City Council meetings, hearing and public meetings, as directed by the City Finance & Administration Director.

3.6.1.4 Assist City Finance & Administration Director with identification of significant policies and analyze their administrative and financial impacts.

3.6.1.5 Prepare plans and procedures to ensure implementation of the City Council's policies and directives, as directed by the City Finance & Administration Director.

3.6.1.6 Prepare status reports to advise the City Finance & Administration Director of the progress and results of public policy implementation.

**3.6.2 Daily Communications**

3.6.2.1 Respond to all inquires as directed.

3.6.2.2 Ensure compliance with all Open Records and Open Meetings laws as set forth in the Official Code of Georgia Annotated (O.C.G.A.).

**3.6.3 Customer Service**

3.6.3.1 Provide first tier response to customer inquiries.

3.6.3.2 Establish response protocols and direct customers to the appropriate party and set effective standards for response times.

**3.6.4 Departmental Support**

3.6.4.1 Provide overall administrative support of all City functions and departments.

**City of Dunwoody**  
**Request For Proposal (RFP): Finance and Administrative Services**  
**Dunwoody, Georgia**

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**3.6.5 Support of City Clerk**

3.6.5.1 Support City Clerk in the recording and transcribing of all City Council meetings, hearings, work sessions and public meetings.

3.6.5.2 Assist City Clerk during Council meetings, take attendance, record motions and votes taken, and swear in witnesses of others presenting testimony to the Council.

3.6.5.3 Assist City Clerk in the review of documents to be presented to the Council, as directed by the City Finance & Administration Director.

3.6.5.4 Perform City Clerk's responsibilities upon City Clerk's absence.

3.6.5.5 Assist City Clerk in retaining public records and making them available for inspection by the public, in conformance with Georgia Law.

3.6.5.6 Assist the City Clerk in preparing all Council meeting agendas.

3.6.5.7 Assist the City Clerk in publishing all appropriate public notices.

3.6.5.8 Assist the City Clerk in serving administrative needs of any and all Boards, Authorities or other entities established by the City for the furtherance of City objectives.

**3.6.6 Records Management**

3.6.6.1 Retrieve Finance & Administrative documents related to the City of Dunwoody and its properties from DeKalb County. Establish a filing, retrieval and storage system for these documents both in electronic and hard copy formats.

3.6.6.2 Implement and maintain a records management system to facilitate creating and saving all documents into the system for archiving and retrieving these documents.

3.6.6.3 Protect integrity of all public records in accordance with the requirements of State law.

3.6.6.4 Promote sharing of information and collaborative work between all City staff.

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3.6.6.5 Provide and maintain access to data to other City contract providers as necessary.

**3.6.7 Public Relations**

3.6.7.1 Assist in continuous dialog and communications with City residents with timely updates, as directed by the City Finance & Administration Director.

3.6.7.2 Promote City policy, programs and achievements.

3.6.7.3 Serve as a liaison with residents, civic groups and other governments, as directed by the City Finance & Administration Director.

3.6.7.4 Document important City events for future use in City developed publications.

**3.6.8 Annual Reports**

3.6.8.1 Assist the City Finance & Administration Director with the development of an Annual Report.

3.6.8.2 Provide effective written and non written communications to reflect the year's performance and assist the City Finance & Administration Director with informing residents of the City's actions and achievements.

3.6.8.3 Produce, print and deliver the annual reports as directed by the City Finance & Administration Director.

**3.6.9 City Newsletter**

3.6.9.1 Assist City Finance & Administration Director with the production, distribution and delivery of the City newsletter as required.

**3.6.10 Support of Court Services**

3.6.10.1 Provide support to the Municipal Court Clerk as required.

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**3.6.11 Election Support**

3.6.11.1 Assist in the coordination of municipal and special elections as required, including but not limited to addressing polling station issues, preparation of ballot questions, or other related issues arising from election matters.

**3.6.12 Human Resources**

3.6.12.1 Ensure proper functioning of recruiting, payroll, benefits, health insurance and other City specific and general law provided human resources functions.

3.6.12.2 Establish a Code of Conduct for personnel that emphasize the responsibility of the staff to be professional, patient and responsive under all circumstances.

3.6.12.3 Establish and implement with all employees an Employee Policies and Procedures Manual, which shall include, but not be limited to, policies and procedures on carrying out duties to the City, consequences of noncompliance to policies, and functions and roles of the employees.

**3.6.13 HIPAA**

3.6.13.1 Ensure that all City systems and procedures meet the requirements of Health Insurance Portability and Accountability Act (HIPAA).

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**SECTION 4 - GENERAL INFORMATION AND REQUIREMENTS**

**4.1 Required Response**

To be considered, the response to this Request must include a complete response to this RFP; partial or incomplete responses will not be considered. The format identified in this section is mandatory.

Responses to the RFQ will be evaluated first against a set of weighted criteria to determine those firms most qualified and suited for providing the required services. Qualifications alone will narrow the field to a shortlist of finalist firms who may be invited to interview.

Responses to the RFP must be submitted in two separate parts individually sealed in separate envelopes addressed to the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350 (770) 992-3210. The first sealed response for all portions of the response, except the proposed fee schedule, is due on November 17, 2008 as listed in Section 2 of this RFP. The second sealed response shall include only the proposed fee schedule for the services proposed and is due during the interview for those firms selected for interviews. See sections 4.17, 4.18, 4.19 and 4.20 below for additional details.

**4.2 Communications Regarding the RFP**

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the City's Representative, Jeff Jones at Boyken International, Inc., The Point, 400 Northridge, Suite 1200, Atlanta, Georgia 30350, telephone no. 770-992-3210, and e-mail at jjones@boyken.com.

All communications should be in writing to the City's Representative. Any oral communications shall be considered unofficial and non-binding on the City. Written questions and requests for clarification must cite the City RFP Number. The City's Representative must receive these written requests by the deadline specified in Section 2 - RFP "Schedule of Events."

The City shall respond to written questions and requests for clarification in writing that shall become addenda to the RFP. Only published addenda to written communications shall be considered official and binding upon the City. The City

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reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

The City shall distribute copies of addenda to all firms who signed in at the mandatory pre-proposal conference.

Any factual information provided by the City shall be deemed for informational purposes only. If a Proposer is relying upon said factual information, it should either: (1) independently verify the information, or (2) obtain the City's written consent to rely thereon in the Written Questions and Clarification Requests process.

**4.3 Required Review and Waiver of Objection by Proposers**

Proposers should carefully review this RFP and all attachments for defects, objections, or any other matter requiring clarification or correction (collectively called "objections"). Questions or comments concerning RFP objections must be made in writing and received by the City's Representative by the deadline specified in Section 2 RFP "Schedule of Events," the deadline for Written Questions and Clarification Requests. This will allow issuance of any necessary addenda and help prevent the opening of defective Proposals upon which Contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the City in writing by the deadline for Written Questions.

Submittal of a Proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting Contract, General and Supplementary Conditions, and operates as a waiver of any objection.

**4.4 Proposal Preparation Costs**

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Proposal, or any costs incurred prior to date of Contract execution.

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**4.5 Proposal Withdrawal**

Proposers may withdraw a submitted Proposal at any time up to the deadline for submitting Proposals. To withdraw a Proposal, the Proposer must submit a written request, signed by an authorized representative, to the City before the deadline for submitting Proposals. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the deadline for submitting Proposals.

**4.6 Proposal Modification**

The City shall not accept any modifications, revisions, or alterations to Proposals after the deadline for Proposal submittal unless requested, in writing, by the City.

**4.7 Proposal Errors**

Proposers are liable for all errors or omissions contained in their Proposals. Proposers shall not be allowed to alter Proposal documents after the deadline for Proposal submittal.

**4.8 Prohibition of Proposer Terms and Conditions**

Proposers may not submit their own Contract terms and conditions in a response to this RFP. If a Proposal contains supplemental terms and conditions, the City, at its sole discretion, may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

**4.9 Right to Refuse Personnel**

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

**4.10 Licensure**

Before a Contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses as may be required for specific services. The City shall require any or all Proposers to submit evidence of proper licensure.



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**4.11 Conflict of Interest and Proposal Restrictions**

By submitting a Proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official or agent of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with this procurement.

**4.12 RFP Modification and Cancellation**

The City reserves the unilateral right to modify this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an addendum is issued, it shall be provided to all Proposers that signed in at the mandatory pre-proposal conference. Proposers shall respond to the final written RFP and any exhibits, attachments, and addenda.

**4.13 Right of Rejection**

The City reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

Any Proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable City rules and regulations. The City may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their Proposals. If a Proposer does so, the City may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in Proposals, provided such action is in the best interest of the City. Where the City waives minor variances in Proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the City. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

The City reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

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**4.14 Disclosure of Proposal Contents**

All Proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a response does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon contract award, the successful Proposals and associated materials shall become public documents of the City and open for review by the public. By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents may become a public record open to public inspection subject to the open records act. The wishes of any Proposer making a Proposal, any part of a Proposal, or associated materials as proprietary and/or confidential shall be neither accepted nor honored.

**4.15 Joint Ventures**

The City will not enter into joint-venture agreements with multiple firms. In the event two or more firms wish to associate to provide these services, one incorporated firm with the financial resources and bonding capability required by the City Contract should become the prime contractor with the remaining firms being subcontractors and/or consultants to the City firm.

**4.16 Governmental Compliance**

Bidders must comply with all Federal, State and Local laws.

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**4.17 Form of Response**

The City discourages lengthy and costly Proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the Proposal clearly addresses all of the City's information requirements.

Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting the criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**The response to this RFP shall be limited to 40 (standard, single side 8.5" X 11") bound pages and shall include the following sections and be in Times New Roman 12-point font. Eleven inch by seventeen inch (11" x 17") foldouts containing charts, spreadsheets, schedules, and oversized exhibits are permissible.**

**4.18 Response Organization**

Transmittal/Offer Letter – The Proposal must include a written transmittal letter and offer of the Proposal in the form of a standard business letter. The Transmittal/Offer letter signatory must be a corporate officer of the prime contractor empowered to bind the Proposer to the provisions of the RFP and any contract awarded pursuant to the RFP. The Transmittal/Offer letter shall confirm the following RFP requirements:

1. Full Services proposed under this RFP are to commence on January 1, 2009.
2. Partial Services proposed under this RFP are to commence on December 1, 2008.
3. The Proposal shall remain valid for at least one hundred and twenty (120) days subsequent to the date of Proposal submission, and thereafter

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in accordance with any resulting Contract between the Proposer and the City

4. Identify the complete name and federal tax identification number of the prime firm making the proposal.
5. Provide the name, mailing address, e-mail address and telephone number of the person the City should contact regarding the Proposal.
6. Provide written confirmation that the Proposer will comply with all of the provisions in this RFP and accept all terms and conditions set out in this RFP and the attachments thereto.

Table of Contents – Provide a table of contents referring to the specific sections within the response to this Request. All sections shall be listed in the same order as enumerated in this document and separated with tabs.

Project Team Composition – Provide a project organization diagram (1 page) and narrative description of the proposed firm(s) and their members, articulating the specific project organization and lines of contact and communication. Include the Project Team Composition Form that is included in the next Section.

Proposed Staffing Plan– Provide a project staffing plan that will include a Project Team organizational chart (1 page) and a personnel roster (maximum of 8 pages) of the KEY personnel who will be assigned to perform duties or services under the City Agreement. The roster should identify the key personnel, their title and position on the project, their home office location, and a percent of time committed to this project. All office staff proposed for full-time positions must work in offices provided by the City of Dunwoody with other full-time staff. All office staff proposed as part-time may be housed at the offeror's home office.

Résumés – Provide résumés that indicate the education, relevant experience/expertise and employment history of each key person identified for this project.

City Services Management Plan – Provide a services management plan which demonstrates an understanding of the services required and that the Proposer has developed an organizational structure and methodology that is capable of early validation for the services. The services management plan will outline the scope of work of each team member, and the plans and strategies related to how the Proposer

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intends to execute, communicate and control the services. The services management plan will include the following basic components:

1. Narrative description of how you will perform the activities and tasks associated with the administration, management, and the timely production of the services required.
2. Description of services management monitoring and reporting system processes and procedures.
3. Narrative description to demonstrate recent history in conducting the services proposed under the scope of work.

Evaluation Questionnaire - Complete and submit the attached evaluation questionnaire. All responses will be reviewed, evaluated and ranked. Be sure to include full information for all items.

Fee Schedule - Submit proposed fees for services using the fee schedule format included in section 5.3 of this RFP. **Fee schedules are to be submitted only by those firms selected for interviews, in a sealed envelope during the interview. Do not include proposed fees in the submission of proposals.**

#### **4.19 Proposal Submittal**

No later than the deadline noted in section 2 RFP "Schedule of Events," ten (10) original copies of the form of response to this request are required to be delivered to the City, in care of Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350, (770) 992-3210. It is the sole responsibility of the responder to assure delivery to the appropriate party, at or before the time identified. The City cannot accept responsibility for incorrect delivery regardless of reason.

#### **4.20 Interviews**

The City reserves the right to conduct interviews of any or all proposers as it deems necessary. Interviews shall be conducted for those offerors determined to be best qualified for award. Dates for interviews have been established as beginning on November 20, 2008. The exact time and location of interviews will be coordinated by the City with individual offerors.

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Interviews will last 1 hour. Proposers will have one half hour (30 minutes) for presentation. The remaining 30 minutes shall be for questions and answers. PowerPoint, video, or other electronic presentation media will not be allowed.

Proposers' participants in the interview shall be limited to key personnel identified on the proposed project team roster who will actually be productively involved in the delivery of services under this RFP.

Proposers shall leave behind ten (10), 8½" x 11" size copies of their presentation.

**4.21 City's Request for Additional Information**

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

**4.22 Right of Negotiation**

The City reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

**4.23 Selection Committee**

The selection committee will include participation by the Mayor, City Council Representative(s), City Manager, and City Consultants.

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**SECTION 5 - FORMS**

**5.1 Project Team Composition**

List all major firms. Please fill in all blank fields.

	<u>Firm Name</u>	<u>Description of Services to be Provided</u>
1		
2		
3		
4		
5		

**5.2 Evaluation Questionnaire**

All responses to the items listed on this questionnaire will be reviewed, evaluated and ranked. Be sure to provide full information to all items.

1. List the number of years your firm has been in business under the current name:
2. In the previous five (5) years, has this firm ever been terminated from a contract for non-performance of work OR has any officer or principal of your firm been terminated for non-performance of work? Explain.
3. In the previous five (5) years, has your firm or have any principals of your firm had a court judgment made against them for litigation claims related to a contract? Explain.

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4. Has your firm ever been involved or is your firm currently involved in bankruptcy proceedings or currently under bankruptcy protection under your firm's current name or any previous firm names? Explain.
5. Has any principal or officer of this firm been a principal or officer of any firm when it was involved in bankruptcy proceedings? Explain.
6. Give three references for whom your company has provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
  - The name of the organization to which the services were provided;
  - Project location;
  - Dates services were performed;
  - Brief description of project;
  - A current contact name, together with organizational title, and
  - The contact's current address and telephone number.



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7. Give three references each for whom your subcontractors have provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
- The name of the organization to which the services were provided;
  - Project location;
  - Dates services were performed;
  - Brief description of project;
  - A current contact name, together with organizational title, and
  - The contact's current address and telephone number.

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8. Regarding all other firms included on your team as subcontractors to your firm, have each of these subcontractors worked together with your firm on previous contracts? If so, how many times? Please list up to five of the most recent contracts and the services provided by each firm. Include a brief description of the Owner or contracting entity, scope of work, the contract values, and the completion date of the work.

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5.3 Proposed Fee Schedule

		MONTHLY		
SERVICE	FEE BASIS	LUMP SUM	OR	NOT-TO-EXCEED FEE
Finance & Administration Services				
Information Technology				
Website Design		\$50,000		
TOTALS				

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**SECTION 6 - EVALUATION CRITERIA**

All proposals will be evaluated from the written responses and interviews as set forth in this RFP document. The evaluations will be based on the following criteria.

**6.1    Project Organization and Staffing   25%**

- a) Project Team Composition
- b) Staffing Plan – Both positioned at City Hall and at home office or in the field if applicable.
- b) Location of Home Office(s) of Key Personnel
- c) Experience and Success of This Team with Similar Scope of Work

**6.2    Proposed City Services Management Plan   25%**

- a) Understanding of Services Required
- b) Organizational Structure
- c) Management Methodology
- d) Recent History of Providing Similar Services

**6.3    Evaluation of Questionnaire   25%**

- a) Number of Years in Business
- b) Completed Contracts
- c) Court Judgment or Litigation
- d) Stability
- e) References
- f) Teaming Experience

**6.4    Fee Schedule   25%**

- a) Fees Proposed

**RFP EXHIBIT A**  
**PROPOSED CONTRACT**  
**BY AND BETWEEN**  
**CITY OF DUNWOODY, GEORGIA**  
**AND**

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**FOR PROVISION OF**  
**MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the CITY OF DUNWOODY, a Georgia municipal Contractor, (the "CITY"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, the City of Dunwoody has requested proposals for provision of certain services for the new City to be incorporated on December 1, 2008; and

**WHEREAS**, the City and the Contractor desire to establish a business relationship in which the Contractor will provide certain services to the City pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the terms and conditions sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Parties as follows:

**Section 1. Scope of Service.** The Contractor agrees to provide to the City professional services set forth in Exhibit A hereof (hereinafter "Services").

1.1 In providing Services to the City, the Contractor shall (1) use best efforts and professional skills to provide maximum service to the City to the extent and in the manner hereinafter described; (2) act in a manner consistent with the applicable standards of regulatory, licensing, or other organizations or bodies or which the Contractor is a member or which is customary for the area of the service rendered.

1.2 The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid status, all licenses, certificates, and permits necessary to perform the services herein. Contractor represents to the city that the Contractor is, and any subcontractors of the Contractor are, properly licensed and/or registered with the State of Georgia for the performance of the Services (if licensure and/or registration is required by applicable law).

1.3 Contractor shall maintain all records in accordance with all applicable laws and guidelines for municipalities, including GAAP, GASB and GFOA standards, and shall produce and deliver to the City Manager any and all information and reports as requested by the City Manager. All records and related materials belong to the City, as do all files, notes, returns, spreadsheets, and any and all other documents or files concerning customers of the City or customers who have been serviced by the City.

1.4 Except as otherwise specifically set forth, such services shall encompass those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal departments for those services in accordance with the Charter of the City, and the Statutes of the State of Georgia.

1.5 All communications to the Mayor, City Council and press shall be through the City Manager. All mass communications to residents shall be reviewed and approved by the City Manager prior to printing and dissemination.

1.6 All City owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any non-city or personal purposes.

1.7 Contractor shall comply with all OSHA and other applicable standards for work place safety. Contractor shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.

1.8 Contractor Compliance with Laws. The Contractor shall comply with all applicable federal, state, local laws, ordinances, regulations, and resolutions. Without limiting the foregoing, Contractor shall comply with all wage and hour laws and OSHA and other applicable federal and state statutes, regulations and standards for workplace safety.

1.9 The Contractor shall perform the Services herein in accordance with this Agreement and shall promptly notify the city concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. In interpreting the Services and level of Services required hereunder, the Parties shall apply the principle that the City desires to provide the services within the City at a service level at least comparable to similar sized cities in the Atlanta area.

## **Section 2. Contractor Employees**

2.1 All personnel employed by Contractor in the performance of such services, functions and responsibilities as described and contemplated herein for the City shall be and remain Contractor employees (the "Contractor Employees").

2.1 Contractor shall be solely responsible for all compensation benefits, insurance and rights of the Contractor employees during the course of employment with Contractor. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 *et seq.*, or any other amenities of employment to any of the Contractor Employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

2.2 The Contractor Employees, when appropriate, shall wear attire with the logo of the City when they are performing Services for the City, except as otherwise directed by the City Manager.

## **Section 3. Compensation**

3.1 The City shall pay the Contractor for the Contractor Services as provided in Exhibit A hereof.

## **Section 4. Term and Termination**

4.1 This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and continue for a period of \_\_\_\_ (\_\_\_\_) months terminating on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

4.2 This Agreement may be terminated by either party upon material breach of any term, covenant or condition of this Agreement, and the failure to cure any such breach within ten (10) days following written notice thereof.

4.3 The City may terminate this Agreement with or without cause upon sixty (60) days' written notice to the other party.

4.4 Contractor may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to City; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after receipt thereof by City.

4.5 The following events shall each be deemed to cause immediate termination thereof, and upon occurrence thereof, this Agreement shall automatically terminate without notice: (a) there are instituted proceedings by or against the Contractor in bankruptcy, the Contractor makes an assignment of its assets for the benefit of creditors, or the Contractor shall admit insolvency; or (b) the Contractor is indicted for or convicted of any felony or converts or embezzles any property or funds of others.

4.6 Effects of Termination or Failure to Renew. Upon termination or non-renewal of this Agreement, the Contractor shall: (a) immediately cease all use of, and return to the City within ten (10) days, any and all property of the City in the Contractor's possession at the date of termination furnished by the City and (b) immediately cease all activities promoting the City's business unless otherwise agreed between the parties. Upon termination or non-renewal of this Agreement, the Contractor and the City shall continue to use their best efforts to conclude transactions that have not been completed prior to termination or non-renewal.

4.7 The parties further agree that in the event of termination or non-renewal, neither party shall be liable to the other for compensation or damages for expenditures, investments, leases, or other commitments made in connection with the business of such party or in reliance on the existence of this Agreement.

4.8 In the event of termination by either party, the other party shall render such reasonable aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

## **Section 5. Option to renew**

5.1 This Agreement shall be automatically renewed for a period of two (2) one (1) year terms at the expiration of the initial term, unless the City furnishes Contractor affirmative written notice of its intent not to renew this Agreement not less than sixty (60) calendar days prior to the expiration of this Agreement.

## **Section 6. Default**

6.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing, an event of default shall include the following:

- a. Contractor has not materially performed services per this Agreement on a timely basis;
- b. Either Party made a representation or warranty hereunder or herein that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Agreement or the ability of either Party to carry out its obligations hereunder.
- c. Contractor has been adjudged as bankrupt or Contractor makes a general assignment for the benefit of their creditors, appoints a receiver on account of their insolvency, or files a petition to take advantage of any debtor's act.

6.2 In the event of a Default, this Agreement may be terminated by the performing party only after the performing party first provides written notice to the non-performing party of the Default, which notice shall specify the Default, provide both a demand to cure the Default and a reasonable time to cure the Default, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the Default. For purpose of this Section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) calendar days. A failure to cure a Default within the specified time shall result in termination of the Agreement on the date set forth in the Notice.

6.3 Any Party in Default shall be liable for all damages resulting from the Default.

6.4 The Party's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Party in law or in equity.

## **7. Representations and Warranties of the Contractor**

7/1 The Contractor hereby warrants and represents and agrees with the City as follows:

(a) No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Contractor to perform Contractor Services under this Agreement.

(b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound.

(c) Contractor by execution hereof does hereby represent to City that Contractor has full power and authority to make and execute this Service Agreement, to the effect that the making and execution hereof shall create a legal obligation upon Contractor, which shall be legally binding upon Contractor.

(d) Nothing contained or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Georgia.

**8. Liability for Damages.** The Contractor shall be fully responsible for any and all claims or damages whatsoever arising from any act or omission on his part made in connection with providing the Contractor Services.

## **Section 9. Indemnification.**

9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for reason of any action, suit, proceeding, demand, or judgment incident to any of the matters arising out of any errors, omissions, misconduct or negligent acts, errors, or omissions of Contractor, its officials, agents, employees or subcontractors in the performance of the services of Contractor under this Agreement, whether direct or indirect, and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

9.2 Should the City seek indemnification pursuant to the above, it shall give prompt notice to the Contractor of the assertion of any claim, or the commencement of any action, suit, or proceeding, in respect of which indemnity may be sought hereunder and will give the Contractor such information with respect thereto as the Contractor may reasonably request, but no failure to give such notice shall relieve the Contractor of any liability hereunder. The Contractor may, at its expense, participate in the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel mutually satisfactory to the City and the Contractor. The City and the Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by the Contractor, the Contractor shall submit any proposed settlement under this Section for the City's approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and the Contractor), separate from counsel employed by the Contractor



in any such action. The Contractor shall be liable for the fees and expenses of counsel employed by the City if the Contractor has not assumed the defense thereof. Whether or not the Contractor chooses to defend or prosecute any claim involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

9.3 In determining the amount of any loss, liability, or expense for which any City is entitled to indemnification under this Agreement, the gross amount thereof will be reduced by any insurance proceeds actually paid to any City under any insurance policies held by such City; provided, however, that if such party has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, such party shall reimburse the Contractor for amounts paid to such party to the extent of the insurance proceeds so received.

9.4 If both the Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this Section, the parties agree that the insurance coverage of the Contractor will be called upon before the insurance coverage of the City is called upon.

9.5 Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth in Section

9.6 Nothing in this Section shall:

- (a.) Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or
- (b.) Limit or prevent either Party from joining the other party or any affiliate of a Party in any claim, suit, action or proceeding involving a Third Party Claim through interpleading, third-party claim, cross-claim or otherwise limit or prevent a Party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

## **Section 10. Insurance**

10.1 Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this Section. Certificates of insurance reflecting evidence of the required insurance will be provided to the City Manager for his approval, however, said approval by the City Manager shall not be unreasonably withheld.

- (a) All insurance carriers, except Worker Compensation carrier, must have an A.M. Best Rating of A- VIII or higher. Surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best rating of A- VIII or better

10.2 Contractor shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts reasonably approved by the City Manager, with such coverages specifying reasonable amounts of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et. seq.* Contractor shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of expiration of this Agreement. Upon request of City, Contractor shall make available for inspection copies of any claims filed or made against

any policy during the policy term. Contractor shall additionally notify City, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$10,000 during the policy term.

- (a) All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City

10.3 Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, with financial ratings acceptable to the City Manager. The City shall be named as an additional insured on casualty policies. Contractor agrees to furnish City with at least forty-five (45) days prior written notice of any cancellation or reduction of coverage of any insurance policy required under this Agreement.

10.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, Contractor shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension hereunder is in effect. Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

10.5 The costs of all policies of insurance required hereunder shall be the obligation of Contractor and the City shall in no way be responsible therefore.

10.6 Contractor shall provide the following insurances throughout the term of the Agreement, and shall provide to City Certificates of Insurance demonstrating compliance with this provision:

- (a) Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Georgia. Such workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et seq.*
- (b) Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, including onsite and offsite operations.
- (c) Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered acts of the Contractor undertaken to provide services for the City as required in this Agreement or omission of Contractor or any of its employees, or subcontractors.
- (d) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- (e) Excess Liability Insurance with limits of One Million Dollars (\$1,000,000).

10.7 Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of this Agreement.

10.8 Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintain by Contractor at Contractor's expense.

10.9 The Contractor shall agree to waive all rights of subrogation against the City, the City Council members, its officers, officials, employees and volunteers from losses arising from work performed by the contractor for the City.

10.10 Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies and contents is required if needed to perform the services called for under this Agreement. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies and contents. The City shall not be responsible for any deductibles or coinsurance that may be applicable

10.11 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and Subcontractor of their liability provisions under this Agreement.

10.12 The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

### **Section 11. Conflicts**

11.1 Neither Contractor nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

11.2 Neither Contractor nor any of its officers or employees shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.

### **Section 12. Non-discrimination**

12.1 Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

### **Section 13. Independent Contractor**

13.1 The parties agree that the Contractor is an independent contractor, and, as such, the Contractor is neither a partner, agent, employee, nor principal of the City, nor is the Contractor a joint venturer with the City.

### **Section 14. Attorney's Fees**

14.1 If the either City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the Contractor shall pay the actual attorney's fees and costs incurred due to such of both the City and the Contractor.

### **Section 15. Data**

15.1 Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of City and City shall have the full right to use such data for any official purpose permitted under Georgia Statutes, including making it available to the general public. Such use shall be without any additional payment to or

approval by Contractor. City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

15.2 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the City. Contractor shall not include in the data any copyrighted matter unless Contractor obtains the written approval of the City Manager and provides said City Manager with written permission of the copyright owner for Contractor to use such copyrighted matter in the manner provided herein.

15.3 The records of the Contractor related to the provision of Services such as public records as defined in the Georgia statutes ("GORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under GORA are to be at the City offices or accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies and shall be administered through the City Manager or his designee. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Agreement. All public records request shall go through the City Attorney for determination if records should be disclosed, before submitting the request to the Contractor. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

## **Section 16. Compliance**

16.1 Contractor shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

16.2 Contractor acknowledges that the City is advised by its City Attorney and that, on all legal matters, Contractor shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City.

16.3 Contractor acknowledges that the City is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters), and that, on all matters within their respective expertise, Contractor shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

## **Section 17. Audits and Inspections**

17.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. Contractor shall make all necessary books and records available for audit in DeKalb County, Georgia.

17.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

## **Section 18. Governing Law and Venue**

18.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Any legal actions instituted by a party hereto shall be brought in the state court(s) located in DeKalb County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

#### **Section 19. Headings**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

#### **Section 20. Severability**

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **Section 21. Cooperation.**

21.1 Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

#### **Section 22. Entire Agreement**

22.1 This Agreement and its attachments constitute the entire agreement between Contractor and City, and all negotiations and oral understandings between the parties are merged herein.

22.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

#### **Section 23. Waiver**

23.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

#### **Section 24. Notices**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or hand delivered. Unless otherwise changed after providing proper Notice, the parties designate the following as the respective places for giving of notice:

For Contractor:

For City:

#### **Section 25. Assignability**

Contractor shall not assign any of the obligations or benefits imposed hereby or contained herein, without the written consent of the City, which consent must be evidenced by a duly passed Resolution. This contract for services is partially and/or fully assignable by the City on sixty (60) days notice to Contractor. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility.

**AGREEMENT BY AND BETWEEN CONTRACTOR AND THE CITY OF DUNWOODY  
FOR CONTRACT SERVICES AS SET FORTH HEREIN.**

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_  
DATE

CITY OF DUNWOODY

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Approved as to form and legal sufficiency subject to execution  
by the parties

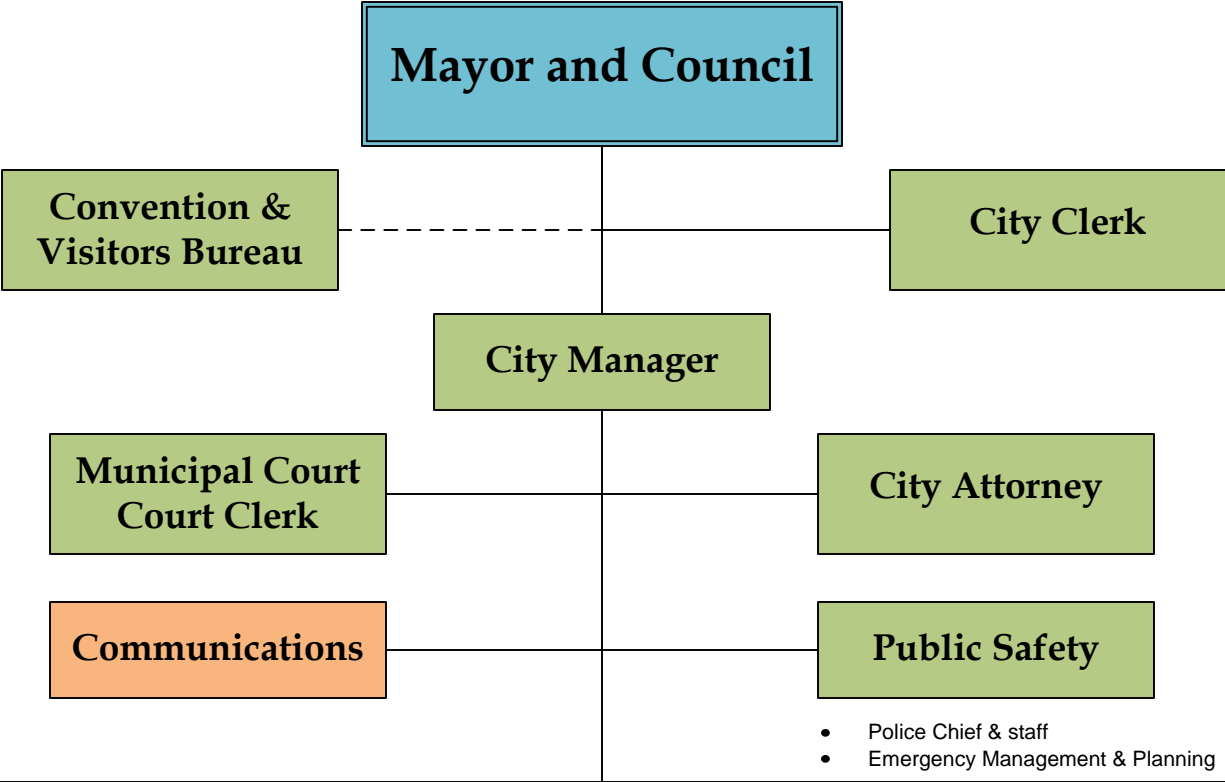
By: \_\_\_\_\_

\_\_\_\_\_  
DATE

City Attorney



Preliminary Organizational Chart  
October 30, 2008

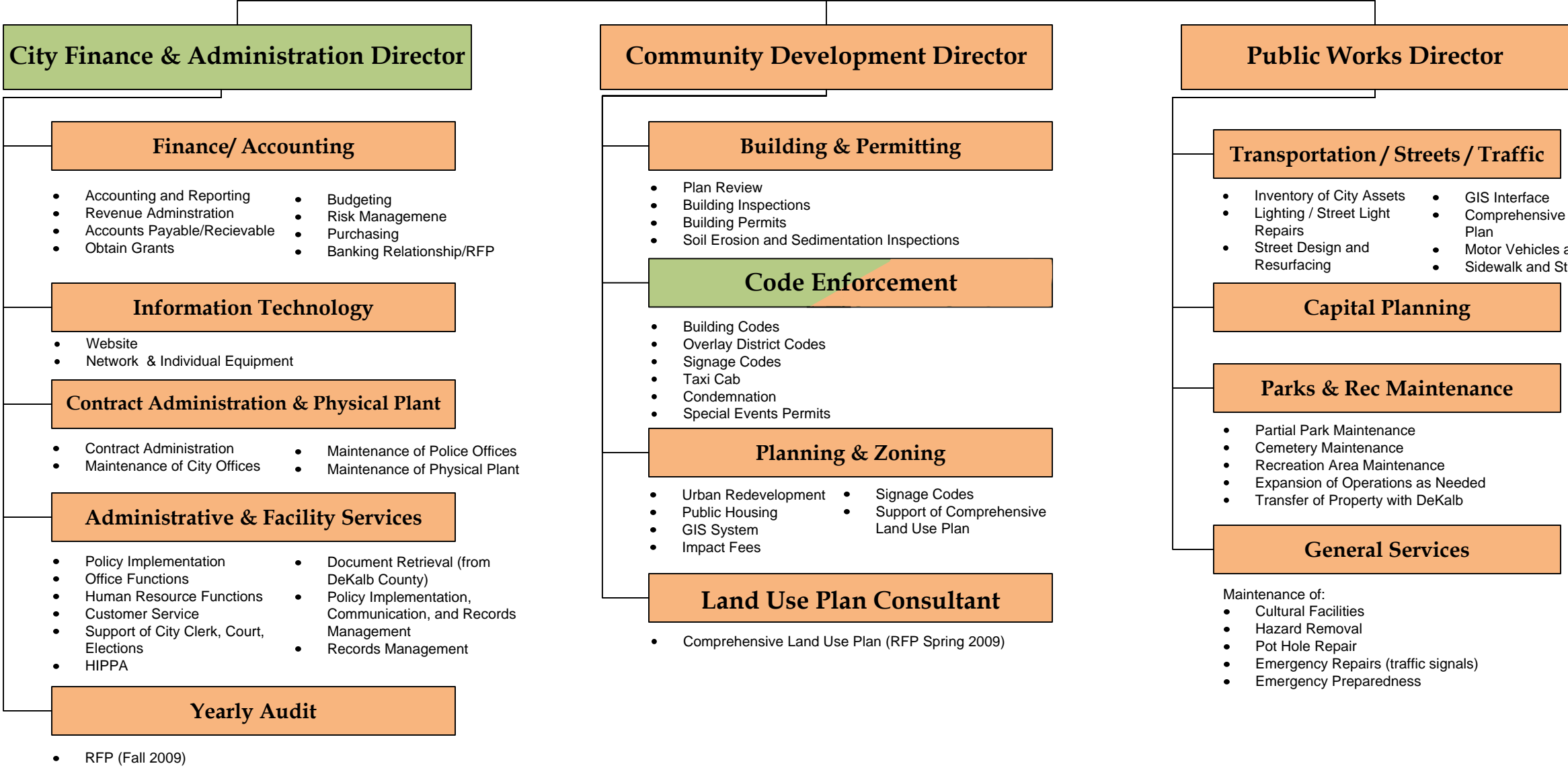


DeKalb County Functions

- 911 Services
- Fire & Rescue
- Animal Control
- Water\Sewer System
- Jail Services
- Air Quality (State EPD)
- Property Tax Assessment
- Elections
- Emergency Response
- Health
- School System
- Homestead Exemption
- Libraries
- Hospital Services

To Be Decided

- Museums
- Public Transportation
- Sanitation Services
- Property Tax Collection
- City Related Elections



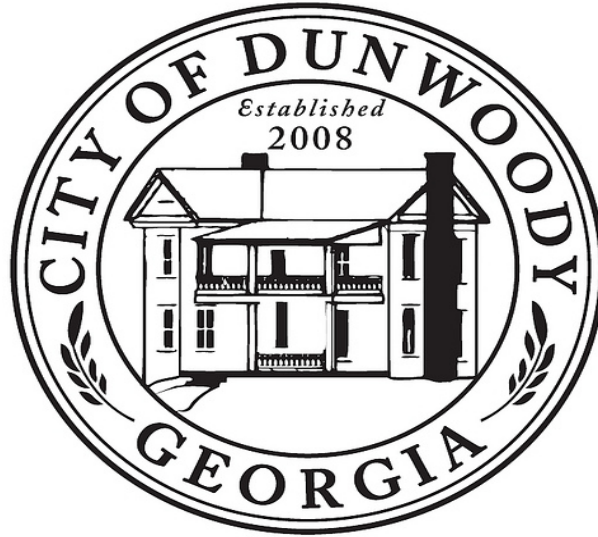
Legend

City Employee

Vendor Services



City Of Dunwoody  
Request for Proposals for City Services



Public Works  
Dunwoody, Georgia

**Request for Proposals  
To Provide City Services**

**RFP Number 2008.003**

**October 31, 2008**



**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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***Exhibits***

The following exhibits are included:

- A. Form of Contract
- B. Overall Organizational Chart for the City of Dunwoody

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**SECTION 1 - REQUEST FOR PROPOSALS**

The City of Dunwoody is requesting proposals for Provision of Services to the City of Dunwoody, Georgia (the "City") to implement, manage and operate a wide range of services/functions for the new city becoming incorporated as of December 1, 2008. This Request for Proposals (RFP) is issued subject to all of the terms, limitations, and conditions as set forth in City Charter as passed during the 2008 Georgia Legislative Session. Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to the request shall be made in accordance with the provisions of these instructions. Services will include administration and management of the scope of work as described in Section 3 of this RFP.

**Interested firms are invited to attend a mandatory Pre-Proposal conference on November 7, 2008. There will be time set aside for questions during this meeting. This meeting will begin at 1:00 PM at The Point, 400 Northridge Road, 7<sup>th</sup> Floor, Atlanta, GA 30350.**

In accordance with the requirements of this RFP, some or all proposers may be given an opportunity to participate in presentations to the City's selection committee. Proposers selected for interviews will be notified by the City. Interviews, if needed, are proposed to be held beginning November 20, 2008. Individual presentation times will be scheduled with each selected firm.

Section 4 of this RFP includes the required format for a Form of Response to this RFP. Ten (10) copies of the response to this RFP shall be delivered no later than **4:00 pm on November 17, 2008** to the attention of the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta Georgia 30350 (770) 992-3210. Facsimile or email responses will not be accepted.

This City of Dunwoody will make the pre-proposal conference sign-in sheet available posted on the website with the RFP in an effort to assist in the pairing of potential team members for response to this RFP.

Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of the Agreement.

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**SECTION 2 - RFP SCHEDULE OF EVENTS**

The following milestone schedule represents the City's best estimate of the schedule that shall be followed.

The City reserves the right, at its sole discretion, to adjust their schedule, as it deems necessary. Notification of any adjustment to the milestone schedule shall be distributed to all firms who signed in at the mandatory pre-proposal conference.

Issue RFP	October 31, 2008
Pre-Proposal Conference (Mandatory)	November 7, 2008
Deadline for written questions	November 12, 2008
Response to Questions	November 14, 2008
Deadline for Submission of Proposals	November 17, 2008
Possible Interviews	November 20 and 21, 2008
Selection of Vendor	November 25, 2008
Limited Service Begins	December 1, 2008
Execute City Agreement	December 17, 2008
<b>Begin Full Services for the City of Dunwoody</b>	<b>January 1, 2009</b>

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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## **SECTION 3 - SCOPE OF SERVICES**

### **3.1 General**

#### **Project Description**

The City will commence municipal operations on December 1, 2008 in accordance with the recently approved City Charter. While City services will continue to be performed for the City of Dunwoody by DeKalb County from December 1, 2008 until December 31, 2008, some limited services required by this RFP will commence on December 1, 2008. Beginning on January 1, 2009 all services required by this RFP will begin under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

### **3.2 Scope of Work**

#### **Public Works**

#### **REQUIRED SERVICES**

##### **General**

The services required for which this RFP is being issued shall include but not be limited to those outlined in this Section.

The intent of the Contract is that the offeror assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. The intent of the Contracts is that the offeror firm assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. Where the offeror anticipates needs that may occur which are not specifically set forth hereunder, the offeror is expected to identify with specificity those needs as part of its proposal. The scope of work under this RFP is to be in conformance with the overall City organization as defined in "Exhibit B."

It is anticipated that the proposal submitted hereunder shall, if awarded, be incorporated as an addendum to Exhibit "A" of the Contract between the offeror and the City to further define the scope of the offeror's services thereunder. Accordingly, all responses should be in a format suitable for incorporation into said Contract as an exhibit.

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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All services and duties must be operational as of the date indicated in Section 2 of this RFP.

Each of the services below shall include, as a material provision thereof, the attendance as necessary and/or requested of any and all meetings of the City Council to discuss and/or make recommendations regarding any matters within the purview of the requested services.

Whenever the requirement calls for the offeror to develop and/or implement a policy, it shall be material provisions thereof that such policy shall be made in furtherance of the directives as provided to the offeror by the City Manager. The Public Works portion of the Dunwoody City Services contracts shall include three separate components of Funding which will be included in the Public Works contract. These three components shall include the following:

1. Public Works Base Bid: General Maintenance and Inventory: Section 3.3
2. Planned Preventative Maintenance (Offeror to provide Unit Costs): Section 3.4
3. Capital Improvements (Money set aside in the City Budget to be used to Improve City Infrastructure): Section 3.5

### **3.3 PUBLIC WORKS BASE BID**

#### **3.3.1 Public Works Director**

3.3.1.1 The successful offeror shall provide and employ a Public Works Director (PWD) to manage the Public Works operations for the City under the direction of the City Manager. Provide the full name along with a current resume of the Director candidate. The candidate will be expected to be present during all interviews, presentations, and contract negotiations with the City.

3.3.1.2 The offeror proposal shall include an Organizational (Org) Chart for the proposed Public Works department. The Org. Chart shall identify the PWD as well as the other proposed positions (or functions) that will make up the Public Works department. All of the proposed personnel shall be under the supervision of a Professional Engineer (PE) who is currently registered in the State of Georgia. It is preferable, but not necessary, that a PE be an active member of the Public Works team.

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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**3.3.2 Inventory of City Assets**

3.3.2.1 The successful offeror shall provide an inventory of all transportation related assets which shall include but not be limited to: Traffic Signals, Street Signs, Street Lights, Guard Rails, Sidewalks, Roads, Curb & Gutter, Traffic Calming Devices, Storm water catch basins and inlet structures. The asset inventory shall be in a manageable electronic database format approved by the City Manager and, once developed will become the property of the City of Dunwoody.

3.3.2.2 Some of these assets have been previously inventoried for the Citizen's for Dunwoody, Inc. and can be accessed through a hyperlink at [www.boyken.com](http://www.boyken.com). Information related to Public Works provided on this and other public websites and forums is for information only and cannot be relied upon to be accurate or all encompassing. It is the offeror's responsibility to verify and update all information provided or obtained from other sources. The Inventory of City Assets shall be completed in a reasonable period of time which shall not exceed 12 months from the initial contract date.

3.3.2.3 Offeror shall coordinate all aspects of intergovernmental relationships regarding Public Works activities in conjunction with the City Manager.

**3.3.3 Geographic Information System (GIS)**

3.3.3.1 Coordinate with all other necessary City and County personnel and/or contractors the transfer, maintenance, storage and retrieval of all documents and records from DeKalb County, Georgia, necessary for the effective implementation and operation of the City's GIS System provided under the Community Development department. The offeror shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.

3.3.3.2 The offeror shall be responsible for assisting in setting up the new GIS system with the County data in conjunction with the City of Dunwoody Community Development department.

3.3.3.3 The offeror shall provide any GIS related information and/or data in response to requests and needs of City personnel as well as any other contractors who may be engaged in City of Dunwoody Public Works projects.

**City of Dunwoody**  
**Request For Proposal (RFP): Public Works**  
**Dunwoody, Georgia**

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### **3.3.4 Comprehensive Transportation Plan**

3.3.4.1 The offeror shall inventory the City's existing road conditions and develop a re-paving plan with a long term schedule and associated annual costs. The Comprehensive Transportation Plan (CTP) shall also include but is not limited to:

- Development of a striping plan with an associated schedule and projected yearly costs.
- Evaluation of the performance of the existing traffic signal system and a transition plan for its upgrade.
- Interface with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding which is currently being developed.
- Offeror shall examine setting public space standards using the PCID standards for all Dunwoody commercial areas.
- Explore methods of improving traffic flow in a non grid environment.
- Implement the Street Smart recommendations regarding the establishment of a grid system in the revitalized commercial areas.
- Explore the use of under/over passes (grade separation) at key choke points.
- Explore providing appropriate infrastructure to increase and enhance the traffic flow of pedestrians and cyclists.
- Inventory of neighborhoods that need traffic calming projects and streamlining of the current traffic calming requirements and process.
- Utilize the latest GIS equipment and technology to map road and pavement condition data.

3.3.4.2 All of the above transportation elements shall be analyzed, evaluated, and synthesized into a single Comprehensive Transportation Plan. The CTP shall be the basis for the Capital Improvement projects outlined in Section 3.5.

### **3.3.5 Street Maintenance and Striping**

3.3.5.1 The offeror shall perform maintenance and repair of all City Streets including but not limited to Paving and Striping. The City of Dunwoody has approximately 167.6 miles of road infrastructure as measured by the center line. **The offeror shall include in their proposal the paving and striping of 4 miles per year of resurfaced asphalt roadways in accordance with Georgia DOT standards with a minimum topping layer of 1.5".** The total amount of City roadway to be resurfaced shall be determined by the Comprehensive Transportation Plan.



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3.3.5.2 Conduct all activities necessary to maintain a first quality roadway and bridge infrastructure system in accordance with American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM) standards, including but not limited to providing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning, and repairs necessitated by storm events. **The offeror shall include in their proposal a pothole repair crew (labor, material and equipment) for a minimum of 3 full days per month.** The offeror may provide this service by the use of subcontractors, provided however, when subcontracts are anticipated, the offeror should include as part of its proposal the same information regarding said subcontractor as required of offeror in Section 2.0 hereof. Offeror should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this RFP.

**3.3.6 Sidewalks, Gutters and Related Street Areas**

3.3.6.1 The City of Dunwoody has approximately 43 linear miles of existing sidewalks and may need another 20.7 linear miles in order to adequately serve the Major Arterial and Collector roads. It was also determined that 87 sidewalk intersection ramps were not in compliance with the American for Disabilities Act and should be scheduled for upgrades. **The offeror shall include in their proposal the installation of 2 miles per year of new concrete sidewalks and 2 miles per year of new concrete curbing.** Installation of the new sidewalks and curbing shall be completed in accordance with Georgia Department of Transportation (GDOT) as well as applicable ANSI and ASTM standards and as directed by the City Manager.

3.3.6.2 The offeror shall conduct all activities necessary to maintain first quality sidewalks, gutters and related street areas including but not limited to providing all necessary maintenance and cleaning of the same. The offeror may provide this service by the use of subcontractors, provided however, when subcontracts are anticipated, the offeror should include as part of its proposal the same information regarding said subcontractor as required of offeror in Section 2.0 hereof. Offeror should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this RFP.

3.3.6.3 The work shall include maintaining and clearing of the City's Rights-of Way (ROW), performing landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems, consistent with the workmanlike standards of the Department.

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**3.3.7 Traffic Signals, Street Signs and Street Lights**

3.3.7.1 The offeror shall maintain the proper operation of all Traffic Signals and Street Lights at all times within the City of Dunwoody. Traffic signals shall be operational continuously and offeror shall be responsible for providing emergency response to signal outages or malfunctions. Offeror shall replace all damaged or stolen street signs under this agreement up to an amount which shall not exceed **\$15,000.00 per year**.

**3.3.8 Parks and Recreation**

3.3.8.1 Parks and Recreation services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Parks and Recreational facilities for the City. The inclusion of the Parks and Recreation in the City is dependent upon a successful negotiation with DeKalb County for the transfer of the assets. If such transfer is not accomplished by the start date of the contract, the city may request an appropriate reduction in the contract. The areas of responsibility shall include, but not be limited to, the following:

3.3.8.2 Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities.

3.3.8.3 Assist in planning, implementing and coordinating staffing for the planning, promoting, and supervising of recreation programs and special events.

3.3.8.4 Plan, implement and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.

3.3.8.5 Develop and recommend to the City Manager short, mid, and long range plans for capital improvements.

3.3.8.6 Establish, operate and oversee all aspects of emergency management procedures with local, state and federal agencies to ensure safe recreational system.

3.3.8.7 Conduct all activities necessary to identify, develop and prepare submissions for any federal, state or local funding and grant programs for improvements to the park and recreation system within Dunwoody, and provide fund oversight as required by law.

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3.3.8.8 Develop and recommend to the City Manager a Programming and Management Plan for the continued operation of the Brook Run Skate Park.

3.3.8.9 The Parks and Recreational facilities that shall be maintained as outlined in the above activities include but are not limited to:

**Dunwoody Park** (the nature center and the baseball fields)  
**The Donaldson Chesnut Homestead**  
**North DeKalb Cultural Center**  
**Windwood Hollow Park**  
**Dunwoody North Police Precinct**  
**Brook Run** (includes theater and skate park)

**3.3.9 Motor Vehicles and Equipment**

3.3.9.1 The offeror shall be responsible for providing Motor Vehicles sufficient for the operations of the Public Works department as of the date indicated in Section 2.0 of this RFP, if the Contract is awarded to offeror by the City. This requirement shall exclude any specialized service related emergency vehicles such as Police, Medical and/or Fire Emergency Vehicles. Vehicle make, model and age shall be subject to the approval of the City Manager and capable of temporary branding to the City of Dunwoody standards.

3.3.9.2 The offeror shall submit a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of offeror sufficient to ensure that the City is protected regarding the use of said vehicles.

3.3.9.3 The offeror shall further be responsible for all storage, maintenance, inspections, and other necessary service regarding the motor vehicles and equipment.

3.3.9.4 Insurance Requirements – Vehicle insurance coverage shall be current and maintained by the offeror as indicated in “Exhibit A.”

**3.3.10 Storm Water**

3.3.10.1 Coordinate with all other City personnel and/or contractors the transfer, maintenance, storage and retrieval of all documents and records from DeKalb County, Georgia, necessary for the effective implementation and operation of the City’s storm water requirements under applicable, federal, state, and local laws. The

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offeror shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.

3.3.10.2 Provide ongoing engineering, design and maintenance of storm water systems, as needed, to meet the needs of the City in accordance with all ANSI and ASTM standards.

3.3.10.3 Develop and implement all necessary policies, protocols, rules and regulations necessary to meet or exceed the City's storm water requirements under applicable, federal, state, and local laws, including but not limited to federal clean water requirements.

3.3.10.4 Integrate activities as necessary with the Community Development and other departments as necessary.

3.3.10.5 The City of Dunwoody intends to establish its own Storm Water Utility. The offeror shall assist the City in setting up the Storm Water Utility.

3.3.10.6 The offeror shall develop a capital plan for the storm water system.

**3.3.11 Miscellaneous Design Services**

3.3.11.1 Transportation services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Transportation requirements for the City. The areas of responsibility shall include, but not be limited to, the following:

3.3.11.2 The offeror shall conduct all activities necessary to maintain a first quality traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements which are not outlined in other section of this RFP.

3.3.11.3 The offeror shall conduct all activities necessary to maintain a first quality street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks and related projects.

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**3.3.12 Emergency Preparedness**

3.3.12.1 Establish policies and guidelines, and coordinate, operate and maintain the city's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.

3.3.12.2 Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS.

**3.4 PLANNED PREVENTATIVE MAINTENANCE (OFFEROR TO PROVIDE UNIT COSTS)**

3.4.1 In addition to the Base Bid for the Maintenance of City Assets outlined in Section 3.3, the offeror is requested to provide projected Unit Costs for additional Maintenance and Repair of traffic infrastructure which could be expected to be required on an annualized basis. Provide line item costs for the following activities. Unit prices shall be all inclusive with labor, material and miscellaneous taxes and expenses included for:

Sidewalk Repair:	Demolition (cost per linear foot-LF)
	New Sidewalk (LF)
Curb Repair:	Demolition (LF)
	New Curb (LF)
Pot Hole Repair:	Crew and Equipment (per day)
Asphalt Paving:	Demolition of existing (SY)
	Installation (SY)
Storm Drainage:	Structure Repair (EA)
New Pipe:	0 to 18" (LF)
	20" to 36" (LF)
	38" and larger (LF)
New Street Signs:	<= 12 SF
(incl. posts)	> 12 SF
New Traffic Lights:	EACH
Guard Rail Repair:	Demo and Install (LF)

3.4.2 In the event that significant pricing fluctuations occur in Labor or Materials after the above unit costs are provided, the offeror shall provide back-up information to the City Manager in order to justify a change in the agreed upon unit pricing list.

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**3.5 CAPITAL IMPROVEMENTS**

(Money set aside in the City Budget to be used to Improve City Infrastructure)

3.5.1 The city intends to set aside a portion of the Public Works funding to be used to improve City Infrastructure components which would include longer range projects and Emergency Preparedness requirements. It is the City's intent that the Capital Improvement projects would be bid out to subcontractors that would be managed by offeror's Public Works Director. Alternatively, at the discretion of the City Manager, the Capital Improvement projects could be completed by the offeror as approved by the City Manager and City Council.

3.5.2 The offeror shall develop and recommend to the City Manager short, mid, and long range plans for capital improvements and implement plans as directed. Such plans should meet all requirements of the Department of Community Development and Comprehensive Land Use Plan.

3.5.3 The types of projects that would be included for consideration for the funding under the Capital Improvements budget include but are not limited to: Road Resurfacing, New Storm Drainage Requirements, Transportation Enhancements, and Traffic Calming Devices.

**3.6 ALTERNATES**

**3.6.1 Add Alternate #1: WOMACK ROAD IMPROVEMENTS**

Paving, curbing and sidewalks at Womack Road for the new 4<sup>th</sup> and 5<sup>th</sup> Grade Elementary School. Add Alternate bid shall be based on dwg. C-05c produced by KYCA Engineers dated 1-18-08.

**3.6.2 Deductive Alternate #1: PUBLIC WORKS DIRECTOR**

The City Manager, at his discretion, may appoint a Public Works Director that would be a City employee instead of using the services of an offeror appointed employee for that position. Provide a deductive alternate price on an annual basis to eliminate that position from the Offeror's Public Works proposal.

**3.6.3 Deductive Alternate #2: PARKS & RECREATION**

In the event the City of Dunwoody does not successfully acquire the Parks & Recreation assets from DeKalb County, provide a deductive alternate on an annual basis for services pertaining to the Parks & Recreation scope of services under this RFP.

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**SECTION 4 - GENERAL INFORMATION AND REQUIREMENTS**

**4.1 Required Response**

To be considered, the response to this Request must include a complete response to this RFP; partial or incomplete responses will not be considered. The format identified in this section is mandatory.

Responses to the RFQ will be evaluated first against a set of weighted criteria to determine those firms most qualified and suited for providing the required services. Qualifications alone will narrow the field to a shortlist of finalist firms who may be invited to interview.

Responses to the RFP must be submitted in two separate parts individually sealed in separate envelopes addressed to the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350 (770) 992-3210. The first sealed response for all portions of the response except the proposed fee schedule is due on November 17, 2008 as listed in Section 2 of this RFP. The second sealed response shall include only the proposed fee schedule for the services proposed and is due during the interview for those firms selected for interviews. See sections 4.17, 4.18, 4.19 and 4.20 below for additional details.

**4.2 Communications Regarding the RFP**

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the City's Representative, Jeff Jones at Boyken International, Inc., Suite 1200, 400 Northridge, Atlanta, Georgia 30350, telephone no. 770-992-3210, and e-mail at jjones@boyken.com.

All communications should be in writing to the City's Representative. Any oral communications shall be considered unofficial and non-binding on the City. Written questions and requests for clarification must cite the City RFP Number. The City's Representative must receive these written requests by the deadline specified in Section 2 - RFP "Schedule of Events."

The City shall respond to written questions and requests for clarification in writing that shall become addenda to the RFP. Only published addenda to written communications shall be considered official and binding upon the City. The City

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reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

The City shall distribute copies of addenda to all firms who signed in at the mandatory pre-proposal conference.

Any factual information provided by the City shall be deemed for informational purposes only. If a Proposer is relying on said factual information, it should either: (1) independently verify the information, or (2) obtain the City's written consent to rely thereon in the Written Questions and Clarification Requests process.

**4.3 Required Review and Waiver of Objection by Proposers**

Proposers should carefully review this RFP and all attachments for defects, objections, or any other matter requiring clarification or correction (collectively called "objections"). Questions or comments concerning RFP objections must be made in writing and received by the City's Representative by the deadline specified in Section 2 RFP "Schedule of Events," the deadline for Written Questions and Clarification Requests. This will allow issuance of any necessary addenda and help prevent the opening of defective Proposals upon which Contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the City in writing by the deadline for Written Questions.

Submittal of a Proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting Contract, General and Supplementary Conditions, and operates as a waiver of any objection.

**4.4 Proposal Preparation Costs**

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Proposal, or any costs incurred prior to date of Contract execution.



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**4.5 Proposal Withdrawal**

Proposers may withdraw a submitted Proposal at any time up to the deadline for submitting Proposals. To withdraw a Proposal, the Proposer must submit a written request, signed by an authorized representative, to the City before the deadline for submitting Proposals. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the deadline for submitting Proposals.

**4.6 Proposal Modification**

The City shall not accept any modifications, revisions, or alterations to Proposals after the deadline for Proposal submittal unless requested, in writing, by the City.

**4.7 Proposal Errors**

Proposers are liable for all errors or omissions contained in their Proposals. Proposers shall not be allowed to alter Proposal documents after the deadline for Proposal submittal.

**4.8 Prohibition of Proposer Terms and Conditions**

Proposers may not submit their own Contract terms and conditions in a response to this RFP. If a Proposal contains supplemental terms and conditions, the City, at its sole discretion, may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

**4.9 Right to Refuse Personnel**

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

**4.10 Licensure**

Before a Contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses as may be required for specific services. The City shall require any or all Proposers to submit evidence of proper licensure.

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**4.11 Conflict of Interest and Proposal Restrictions**

By submitting a Proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official or agent of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with this procurement.

**4.12 RFP Modification and Cancellation**

The City reserves the unilateral right to modify this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an addendum is issued, it shall be provided to all Proposers that signed in at the mandatory pre-proposal conference. Proposers shall respond to the final written RFP and any exhibits, attachments, and addenda.

**4.13 Right of Rejection**

The City reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

Any Proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable City rules and regulations. The City may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their Proposals. If a Proposer does so, the City may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in Proposals, provided such action is in the best interest of the City. Where the City waives minor variances in Proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the City. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

The City reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

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**4.14 Disclosure of Proposal Contents**

All Proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a response does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon contract award the successful Proposals and associated materials shall become public documents of the City and open for review by the public. By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents may become a public record open to public inspection subject to the open records act. The wishes of any Proposer making a Proposal, any part of a Proposal, or associated materials as proprietary and/or confidential shall be neither accepted nor honored.

**4.15 Joint Ventures**

The City will not enter into joint-venture agreements with multiple firms. In the event two or more firms wish to associate to provide these services, one incorporated firm with the financial resources and bonding capability required by the City Contract should become the prime contractor with the remaining firms being subcontractors and/or consultants to the City firm.

**4.16 Governmental Compliance**

Bidders must comply with all Federal, State and Local laws.

**4.17 Form of Response**

The City discourages lengthy and costly Proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the Proposal clearly addresses all of the City's information requirements.

Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly

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labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting the criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**The response to this RFP shall be limited to 40 (standard, single side 8.5" X 11") bound pages and shall include the following sections and be in Times New Roman 12-point font. Eleven inch by seventeen inch (11" x 17") foldouts containing charts, spreadsheets, schedules, and oversized exhibits are permissible.**

**4.18 Response Organization**

Transmittal/Offer Letter – The Proposal must include a written transmittal letter and offer of the Proposal in the form of a standard business letter. The Transmittal/Offer letter signatory must be a corporate officer of the prime contractor empowered to bind the Proposer to the provisions of the RFP and any contract awarded pursuant to the RFP. The Transmittal/Offer letter shall confirm the following RFP requirements:

1. Full Services proposed under this RFP are to commence on January 1, 2009.
2. Partial Services proposed under this RFP are to commence on December 1, 2008.
3. The Proposal shall remain valid for at least one hundred and twenty (120) days subsequent to the date of Proposal submission, and thereafter in accordance with any resulting Contract between the Proposer and the City
4. Identify the complete name and federal tax identification number of the prime firm making the proposal.
5. Provide the name, mailing address, e-mail address and telephone number of the person the City should contact regarding the Proposal.
6. Provide written confirmation that the Proposer will comply with all of the provisions in this RFP and accept all terms and conditions set out in this RFP and the attachments thereto.

Table of Contents – Provide a table of contents referring to the specific sections within the response to this Request. All sections shall be listed in the same order as enumerated in this document and separated with tabs.

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Project Team Composition – Provide a project organization diagram (1 page) and narrative description of the proposed firm(s) and their members, articulating the specific project organization and lines of contact and communication. Include the Project Team Composition Form that is included in the next Section.

Proposed Staffing Plan– Provide a project staffing plan that will include a Project Team organizational chart (1 page) and a personnel roster (maximum of 8 pages) of the KEY personnel who will be assigned to perform duties or services under the City Agreement. The roster should identify the key personnel, their title and position on the project, their home office location, and a percent of time committed to this project. All office staff proposed for full-time positions must work in offices provided by the City of Dunwoody with other full-time staff. All office staff proposed as part-time may be housed at the offeror's home office.

Résumés – Provide résumés that indicate the education, relevant experience/expertise and employment history of each key person identified for this project.

City Services Management Plan – Provide a services management plan which demonstrates an understanding of the services required and that the Proposer has developed an organizational structure and methodology that is capable of early validation for the services. The services management plan will outline the scope of work of each team member, and the plans and strategies related to how the Proposer intends to execute, communicate and control the services. The services management plan will include the following basic components:

1. Narrative description of how you will perform the activities and tasks associated with the administration, management, and the timely production of the services required.
2. Description of services management monitoring and reporting system processes and procedures.
3. Narrative description to demonstrate recent history in conducting the services proposed under the scope of work.

Evaluation Questionnaire – Complete and submit the attached evaluation questionnaire. All responses will be reviewed, evaluated and ranked. Be sure to include full information for all items.

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Fee Schedule – Submit proposed fees for services using the fee schedule format included in section 5.3 of this RFP. **Fee schedules are to be submitted only by those firms selected for interviews, in a sealed envelope during the interview. Do not include proposed fees in the submission of proposals.**

**4.19 Proposal Submittal**

No later than the deadline noted in section 2 RFP “Schedule of Events,” ten (10) original copies of the form of response to this request are required to be delivered to the City, in care of Brian Anderson, City Attorney for the City of Dunwoody, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350, (770) 992-3210. It is the sole responsibility of the responder to assure delivery to the appropriate party, at or before the time identified. The City cannot accept responsibility for incorrect delivery regardless of reason.

**4.20 Interviews**

The City reserves the right to conduct interviews of any or all proposers as it deems necessary. Interviews shall be conducted for those offerors determined to be best qualified for award. Dates for interviews have been established as beginning on November 20, 2008. The exact time and location of interviews will be coordinated by the City with individual offerors.

Interviews will last 1 hour. Proposers will have one half hour (30 minutes) for presentation. The remaining 30 minutes shall be for questions and answers. PowerPoint, video, or other electronic presentation media will not be allowed.

Proposers’ participants in the interview shall be limited to key personnel identified on the proposed project team roster who will actually be productively involved in the delivery of services under this RFP.

Proposers shall leave behind ten (10), 8½” x 11” size copies of their presentation.

**4.21 City’s Request for Additional Information**

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

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**4.22 Right of Negotiation**

The City reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

**4.23 Selection Committee**

The selection committee will include participation by the Mayor, City Council Representative(s), City Manager, and City Consultants.

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**SECTION 5 - FORMS**

**5.1 Project Team Composition**

List all major firms. Please fill in all blank fields.

	<b><u>Firm Name</u></b>	<b><u>Description of Services to be Provided</u></b>
1		
2		
3		
4		
5		

**5.2 Evaluation Questionnaire**

All responses to the items listed on this questionnaire will be reviewed, evaluated and ranked. Be sure to provide full information to all items.

1. List the number of years your firm has been in business under the current name:
2. In the previous five (5) years, has this firm ever been terminated from a contract for non-performance of work OR has any officer or principal of your firm been terminated for non-performance of work? Explain.
3. In the previous five (5) years, has your firm or have any principals of your firm had a court judgment made against them for litigation claims related to a contract? Explain.



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4. Has your firm ever been involved or is your firm currently involved in bankruptcy proceedings or currently under bankruptcy protection under your firm's current name or any previous firm names? Explain.
5. Has any principal or officer of this firm been a principal or officer of any firm when it was involved in bankruptcy proceedings? Explain.
6. Give three references for whom your company has provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
  - The name of the organization to which the services were provided;
  - Project location;
  - Dates services were performed;
  - Brief description of project;
  - A current contact name, together with organizational title, and
  - The contact's current address and telephone number.
7. Give three references each for whom your subcontractors have provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
  - The name of the organization to which the services were provided;
  - Project location;
  - Dates services were performed;
  - Brief description of project;
  - A current contact name, together with organizational title, and
  - The contact's current address and telephone number.

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8. Regarding all other firms included on your team as subcontractors to your firm, have each of these subcontractors worked together with your firm on previous contracts? If so, how many times? Please list up to five of the most recent contracts and the services provided by each firm. Include a brief description of the Owner or contracting entity, scope of work, the contract values, and the completion date of the work.

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5.3 Proposed Fee Schedule

		MONTHLY		
SERVICE	FEE BASIS	LUMP SUM	OR	NOT-TO-EXCEED FEE
Public Works Director				
Inventory of Assets & GIS Interface				
Comprehensive Transportation Plan				
Street Maintenance, Paving & Potholes				
Sidewalks, Curb & Gutter				
Traffic Signals, Street Signs & Street Lights				
Parks & Recreation				
Vehicles & Misc. Design Services				
Storm Water Utility				
Planned Preventative Maintenance (Provide list of unit costs)				
Add Alternate #1: Womack Rd. Improvements				
Deductive Alternate #1: Public Works Director				
Deductive Alternate #2: Parks & Recreation				
TOTALS				

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**SECTION 6 - EVALUATION CRITERIA**

All proposals will be evaluated from the written responses and interviews as set forth in this RFP document. The evaluations will be based on the following criteria.

**6.1     Project Organization and Staffing   25%**

- a) Project Team Composition
- b) Staffing Plan – Both positioned at City Hall and at home office or in the field if applicable.
- b) Location of Home Office(s) of Key Personnel
- c) Experience and Success of This Team with Similar Scope of Work

**6.2     Proposed City Services Management Plan   25%**

- a) Understanding of Services Required
- b) Organizational Structure
- c) Management Methodology
- d) Recent History of Providing Similar Services

**6.3     Evaluation of Questionnaire   25%**

- a) Number of Years in Business
- b) Completed Contracts
- c) Court Judgment or Litigation
- d) Stability
- e) References
- f) Teaming Experience

**6.4     Fee Schedule   25%**

- a) Fees Proposed

**RFP EXHIBIT A**  
**PROPOSED CONTRACT**  
**BY AND BETWEEN**  
**CITY OF DUNWOODY, GEORGIA**  
**AND**

---

**FOR PROVISION OF**  
**MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the CITY OF DUNWOODY, a Georgia municipal Contractor, (the "CITY"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, the City of Dunwoody has requested proposals for provision of certain services for the new City to be incorporated on December 1, 2008; and

**WHEREAS**, the City and the Contractor desire to establish a business relationship in which the Contractor will provide certain services to the City pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the terms and conditions sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Parties as follows:

**Section 1. Scope of Service.** The Contractor agrees to provide to the City professional services set forth in Exhibit A hereof (hereinafter "Services").

1.1 In providing Services to the City, the Contractor shall (1) use best efforts and professional skills to provide maximum service to the City to the extent and in the manner hereinafter described; (2) act in a manner consistent with the applicable standards of regulatory, licensing, or other organizations or bodies or which the Contractor is a member or which is customary for the area of the service rendered.

1.2 The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid status, all licenses, certificates, and permits necessary to perform the services herein. Contractor represents to the city that the Contractor is, and any subcontractors of the Contractor are, properly licensed and/or registered with the State of Georgia for the performance of the Services (if licensure and/or registration is required by applicable law).

1.3 Contractor shall maintain all records in accordance with all applicable laws and guidelines for municipalities, including GAAP, GASB and GFOA standards, and shall produce and deliver to the City Manager any and all information and reports as requested by the City Manager. All records and related materials belong to the City, as do all files, notes, returns, spreadsheets, and any and all other documents or files concerning customers of the City or customers who have been serviced by the City.

1.4 Except as otherwise specifically set forth, such services shall encompass those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal departments for those services in accordance with the Charter of the City, and the Statutes of the State of Georgia.

1.5 All communications to the Mayor, City Council and press shall be through the City Manager. All mass communications to residents shall be reviewed and approved by the City Manager prior to printing and dissemination.

1.6 All City owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any non-city or personal purposes.

1.7 Contractor shall comply with all OSHA and other applicable standards for work place safety. Contractor shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.

1.8 Contractor Compliance with Laws. The Contractor shall comply with all applicable federal, state, local laws, ordinances, regulations, and resolutions. Without limiting the foregoing, Contractor shall comply with all wage and hour laws and OSHA and other applicable federal and state statutes, regulations and standards for workplace safety.

1.9 The Contractor shall perform the Services herein in accordance with this Agreement and shall promptly notify the city concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. In interpreting the Services and level of Services required hereunder, the Parties shall apply the principle that the City desires to provide the services within the City at a service level at least comparable to similar sized cities in the Atlanta area.

## **Section 2. Contractor Employees**

2.1 All personnel employed by Contractor in the performance of such services, functions and responsibilities as described and contemplated herein for the City shall be and remain Contractor employees (the "Contractor Employees").

2.1 Contractor shall be solely responsible for all compensation benefits, insurance and rights of the Contractor employees during the course of employment with Contractor. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 *et seq.*, or any other amenities of employment to any of the Contractor Employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

2.2 The Contractor Employees, when appropriate, shall wear attire with the logo of the City when they are performing Services for the City, except as otherwise directed by the City Manager.

## **Section 3. Compensation**

3.1 The City shall pay the Contractor for the Contractor Services as provided in Exhibit A hereof.

## **Section 4. Term and Termination**

4.1 This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and continue for a period of \_\_\_\_ (\_\_\_\_) months terminating on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

4.2 This Agreement may be terminated by either party upon material breach of any term, covenant or condition of this Agreement, and the failure to cure any such breach within ten (10) days following written notice thereof.

4.3 The City may terminate this Agreement with or without cause upon sixty (60) days' written notice to the other party.

4.4 Contractor may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to City; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after receipt thereof by City.

4.5 The following events shall each be deemed to cause immediate termination thereof, and upon occurrence thereof, this Agreement shall automatically terminate without notice: (a) there are instituted proceedings by or against the Contractor in bankruptcy, the Contractor makes an assignment of its assets for the benefit of creditors, or the Contractor shall admit insolvency; or (b) the Contractor is indicted for or convicted of any felony or converts or embezzles any property or funds of others.

4.6 Effects of Termination or Failure to Renew. Upon termination or non-renewal of this Agreement, the Contractor shall: (a) immediately cease all use of, and return to the City within ten (10) days, any and all property of the City in the Contractor's possession at the date of termination furnished by the City and (b) immediately cease all activities promoting the City's business unless otherwise agreed between the parties. Upon termination or non-renewal of this Agreement, the Contractor and the City shall continue to use their best efforts to conclude transactions that have not been completed prior to termination or non-renewal.

4.7 The parties further agree that in the event of termination or non-renewal, neither party shall be liable to the other for compensation or damages for expenditures, investments, leases, or other commitments made in connection with the business of such party or in reliance on the existence of this Agreement.

4.8 In the event of termination by either party, the other party shall render such reasonable aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

## **Section 5. Option to renew**

5.1 This Agreement shall be automatically renewed for a period of two (2) one (1) year terms at the expiration of the initial term, unless the City furnishes Contractor affirmative written notice of its intent not to renew this Agreement not less than sixty (60) calendar days prior to the expiration of this Agreement.

## **Section 6. Default**

6.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing, an event of default shall include the following:

- a. Contractor has not materially performed services per this Agreement on a timely basis;
- b. Either Party made a representation or warranty hereunder or herein that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Agreement or the ability of either Party to carry out its obligations hereunder.
- c. Contractor has been adjudged as bankrupt or Contractor makes a general assignment for the benefit of their creditors, appoints a receiver on account of their insolvency, or files a petition to take advantage of any debtor's act.

6.2 In the event of a Default, this Agreement may be terminated by the performing party only after the performing party first provides written notice to the non-performing party of the Default, which notice shall specify the Default, provide both a demand to cure the Default and a reasonable time to cure the Default, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the Default. For purpose of this Section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) calendar days. A failure to cure a Default within the specified time shall result in termination of the Agreement on the date set forth in the Notice.

6.3 Any Party in Default shall be liable for all damages resulting from the Default.

6.4 The Party's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Party in law or in equity.

## **7. Representations and Warranties of the Contractor**

7/1 The Contractor hereby warrants and represents and agrees with the City as follows:

(a) No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Contractor to perform Contractor Services under this Agreement.

(b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound.

(c) Contractor by execution hereof does hereby represent to City that Contractor has full power and authority to make and execute this Service Agreement, to the effect that the making and execution hereof shall create a legal obligation upon Contractor, which shall be legally binding upon Contractor.

(d) Nothing contained or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Georgia.

**8. Liability for Damages.** The Contractor shall be fully responsible for any and all claims or damages whatsoever arising from any act or omission on his part made in connection with providing the Contractor Services.

## **Section 9. Indemnification.**

9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for reason of any action, suit, proceeding, demand, or judgment incident to any of the matters arising out of any errors, omissions, misconduct or negligent acts, errors, or omissions of Contractor, its officials, agents, employees or subcontractors in the performance of the services of Contractor under this Agreement, whether direct or indirect, and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

9.2 Should the City seek indemnification pursuant to the above, it shall give prompt notice to the Contractor of the assertion of any claim, or the commencement of any action, suit, or proceeding, in respect of which indemnity may be sought hereunder and will give the Contractor such information with respect thereto as the Contractor may reasonably request, but no failure to give such notice shall relieve the Contractor of any liability hereunder. The Contractor may, at its expense, participate in the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel mutually satisfactory to the City and the Contractor. The City and the Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by the Contractor, the Contractor shall submit any proposed settlement under this Section for the City's approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and the Contractor), separate from counsel employed by the Contractor



in any such action. The Contractor shall be liable for the fees and expenses of counsel employed by the City if the Contractor has not assumed the defense thereof. Whether or not the Contractor chooses to defend or prosecute any claim involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

9.3 In determining the amount of any loss, liability, or expense for which any City is entitled to indemnification under this Agreement, the gross amount thereof will be reduced by any insurance proceeds actually paid to any City under any insurance policies held by such City; provided, however, that if such party has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, such party shall reimburse the Contractor for amounts paid to such party to the extent of the insurance proceeds so received.

9.4 If both the Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this Section, the parties agree that the insurance coverage of the Contractor will be called upon before the insurance coverage of the City is called upon.

9.5 Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth in Section

9.6 Nothing in this Section shall:

- (a.) Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or
- (b.) Limit or prevent either Party from joining the other party or any affiliate of a Party in any claim, suit, action or proceeding involving a Third Party Claim through interpleading, third-party claim, cross-claim or otherwise limit or prevent a Party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

## **Section 10. Insurance**

10.1 Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this Section. Certificates of insurance reflecting evidence of the required insurance will be provided to the City Manager for his approval, however, said approval by the City Manager shall not be unreasonably withheld.

- (a) All insurance carriers, except Worker Compensation carrier, must have an A.M. Best Rating of A- VIII or higher. Surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best rating of A- VIII or better

10.2 Contractor shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts reasonably approved by the City Manager, with such coverages specifying reasonable amounts of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et. seq.* Contractor shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of expiration of this Agreement. Upon request of City, Contractor shall make available for inspection copies of any claims filed or made against

any policy during the policy term. Contractor shall additionally notify City, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$10,000 during the policy term.

- (a) All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City

10.3 Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, with financial ratings acceptable to the City Manager. The City shall be named as an additional insured on casualty policies. Contractor agrees to furnish City with at least forty-five (45) days prior written notice of any cancellation or reduction of coverage of any insurance policy required under this Agreement.

10.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, Contractor shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension hereunder is in effect. Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

10.5 The costs of all policies of insurance required hereunder shall be the obligation of Contractor and the City shall in no way be responsible therefore.

10.6 Contractor shall provide the following insurances throughout the term of the Agreement, and shall provide to City Certificates of Insurance demonstrating compliance with this provision:

- (a) Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Georgia. Such workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et seq.*
- (b) Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, including onsite and offsite operations.
- (c) Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered acts of the Contractor undertaken to provide services for the City as required in this Agreement or omission of Contractor or any of its employees, or subcontractors.
- (d) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- (e) Excess Liability Insurance with limits of One Million Dollars (\$1,000,000).

10.7 Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of this Agreement.

10.8 Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintain by Contractor at Contractor's expense.

10.9 The Contractor shall agree to waive all rights of subrogation against the City, the City Council members, its officers, officials, employees and volunteers from losses arising from work performed by the contractor for the City.

10.10 Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies and contents is required if needed to perform the services called for under this Agreement. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies and contents. The City shall not be responsible for any deductibles or coinsurance that may be applicable

10.11 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and Subcontractor of their liability provisions under this Agreement.

10.12 The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

### **Section 11. Conflicts**

11.1 Neither Contractor nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

11.2 Neither Contractor nor any of its officers or employees shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.

### **Section 12. Non-discrimination**

12.1 Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

### **Section 13. Independent Contractor**

13.1 The parties agree that the Contractor is an independent contractor, and, as such, the Contractor is neither a partner, agent, employee, nor principal of the City, nor is the Contractor a joint venturer with the City.

### **Section 14. Attorney's Fees**

14.1 If the either City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the Contractor shall pay the actual attorney's fees and costs incurred due to such of both the City and the Contractor.

### **Section 15. Data**

15.1 Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of City and City shall have the full right to use such data for any official purpose permitted under Georgia Statutes, including making it available to the general public. Such use shall be without any additional payment to or

approval by Contractor. City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

15.2 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the City. Contractor shall not include in the data any copyrighted matter unless Contractor obtains the written approval of the City Manager and provides said City Manager with written permission of the copyright owner for Contractor to use such copyrighted matter in the manner provided herein.

15.3 The records of the Contractor related to the provision of Services such as public records as defined in the Georgia statutes ("GORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under GORA are to be at the City offices or accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies and shall be administered through the City Manager or his designee. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Agreement. All public records request shall go through the City Attorney for determination if records should be disclosed, before submitting the request to the Contractor. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

## **Section 16. Compliance**

16.1 Contractor shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

16.2 Contractor acknowledges that the City is advised by its City Attorney and that, on all legal matters, Contractor shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City.

16.3 Contractor acknowledges that the City is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters), and that, on all matters within their respective expertise, Contractor shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

## **Section 17. Audits and Inspections**

17.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. Contractor shall make all necessary books and records available for audit in DeKalb County, Georgia.

17.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

## **Section 18. Governing Law and Venue**

18.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Any legal actions instituted by a party hereto shall be brought in the state court(s) located in DeKalb County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

#### **Section 19. Headings**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

#### **Section 20. Severability**

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **Section 21. Cooperation.**

21.1 Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

#### **Section 22. Entire Agreement**

22.1 This Agreement and its attachments constitute the entire agreement between Contractor and City, and all negotiations and oral understandings between the parties are merged herein.

22.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

#### **Section 23. Waiver**

23.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

#### **Section 24. Notices**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or hand delivered. Unless otherwise changed after providing proper Notice, the parties designate the following as the respective places for giving of notice:

For Contractor:

For City:

#### **Section 25. Assignability**

Contractor shall not assign any of the obligations or benefits imposed hereby or contained herein, without the written consent of the City, which consent must be evidenced by a duly passed Resolution. This contract for services is partially and/or fully assignable by the City on sixty (60) days notice to Contractor. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility.

**AGREEMENT BY AND BETWEEN CONTRACTOR AND THE CITY OF DUNWOODY  
FOR CONTRACT SERVICES AS SET FORTH HEREIN.**

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_  
DATE

CITY OF DUNWOODY

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Approved as to form and legal sufficiency subject to execution  
by the parties

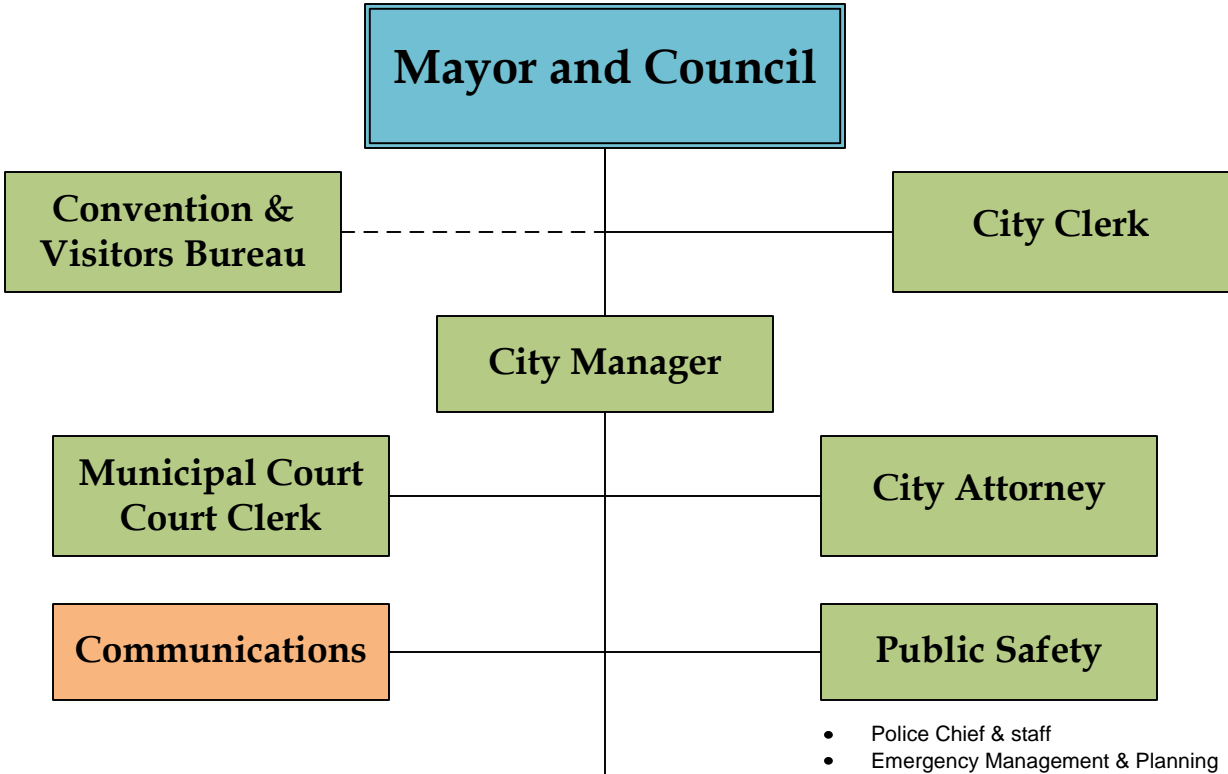
By: \_\_\_\_\_

\_\_\_\_\_  
DATE

City Attorney



Preliminary Organizational Chart  
October 30, 2008



DeKalb County Functions

• 911 Services

• Fire & Rescue

• Animal Control

• Water\Sewer System

• Jail Services

• Air Quality (State EPD)

• Property Tax Assessment

• Elections

• Emergency Response

• Health

• School System

• Homestead Exemption

• Libraries

• Hospital Services

To Be Decided

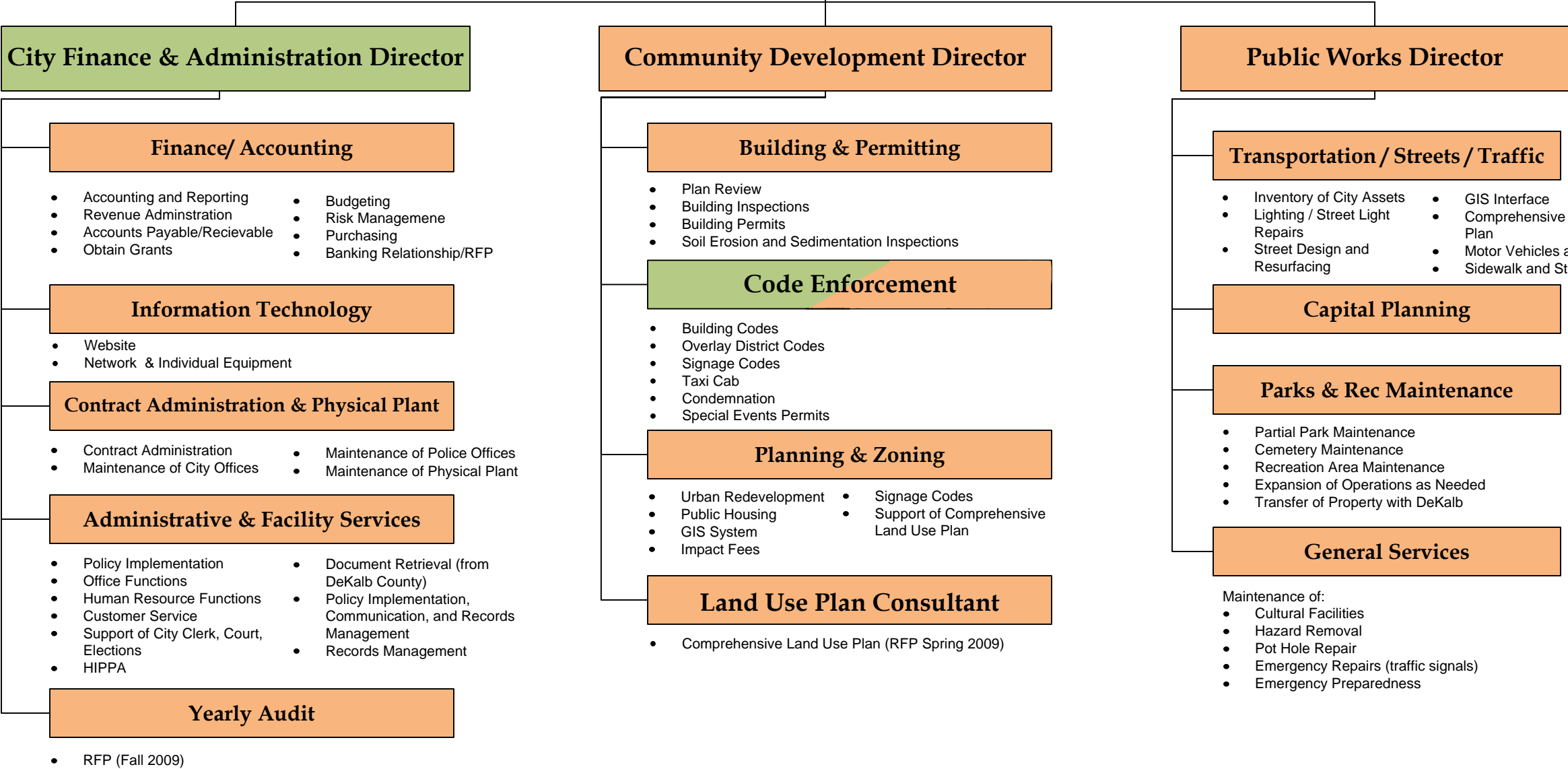
• Museums

• Public Transportation

• Sanitation Services

• Property Tax Collection

• City Related Elections



Legend

City Employee

Vendor Services



**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
911 EMERGENCY COMMUNICATIONS SERVICES  
Between  
DEKALB COUNTY, GEORGIA and  
THE CITY OF DUNWOODY, GEORGIA**

**THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Dunwoody, Georgia (“City”).**

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as “SB 82”); and

WHEREAS, SB 82 provides that the City begins operations December 1, 2008 and Section 6.03(c) requires the County to “...provide within the territorial limits of the City all government services and functions which DeKalb County provided in 2008”; and

WHEREAS, the residents of Dunwoody have paid the same taxes as paid by residents of unincorporated DeKalb County for 2008 and the payment of those county taxes entitles the City and its residents to be provided with the 2008 county governmental services and functions until December 31, 2008 without any further compensation from the City or its residents to the County; and

WHEREAS, this intergovernmental agreement therefore only becomes effective on the date that the City will begin paying for services as set forth in this Agreement; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to provide 911 emergency communications services within the boundaries of Dunwoody for a period of one year year beginning January 1, 2009 ; and

WHEREAS, the County and the City wish to establish the cost of 911 emergency communications services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

**NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:**

**ARTICLE 1  
PURPOSE AND INTENT**



The purpose of this Agreement is to provide the vital and necessary communications link between Dunwoody' citizens, the DeKalb County Police department, and the Dekalb County 911 Communications Center through use of the County's consolidated 911 call reception and radio dispatching of requests for public safety services

## **ARTICLE 2 DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Chief of Police*** means the DeKalb County police chief or designee.

2.2 ***911 Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 9-1-1 telephone system for emergency and non emergency requests for medical, police, fire and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police precinct or agency. This is considered the vital and necessary communications link between citizens and DeKalb County Police Department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. In the event this Agreement remains in force after the creation of the Dunwoody police department, this will also be considered the vital and necessary communications link between citizens through the DeKalb County Police Department and to the Dunwoody police department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide 800 MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to DeKalb County field units and the DeKalb County contracted private ambulance services dispatched through 911.

## **ARTICLE 3 TERM OF AGREEMENT**

The term of this Agreement is for two years, commencing January 1, 2009 at 0000 hours and concluding at 2400 hours on December 31, 2009. This Agreement shall automatically renew without further action by the City or the County on the first of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all 911 emergency communications services within its boundaries, unless extended by mutual Agreement approved by both governing bodies. The parties agree that, as of that date, the County's obligation (pursuant to O.C.G.A. 36-31-8 and Section 6.03 of SB 82) to provide 911 emergency communications services shall terminate, and that this provision constitutes the agreement for the assumption of these 911 emergency communications services by the City as contemplated by O.C.G.A. 36-31-8 and Section 6.03 of SB 82.

## **ARTICLE 4 COMPENSATION AND CONSIDERATION**

For the 911 emergency communication services to be rendered pursuant to this Agreement the County remains entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46-5-134. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term of this Agreement as for calls originating within the City of Dunwoody.

## **ARTICLE 5 CHIEF OF POLICE**

The Chief of Police will direct and manage the daily 911 emergency communications services in the City and supervise the delivery of 911 emergency communications services contracted for in this Agreement.

## **ARTICLE 6 SERVICES**

6.1 During the term of this agreement, the County shall provide the same 911 emergency communications services to the City that are provided to unincorporated DeKalb County in 2009. Such 911 emergency communications services shall equal or exceed the 911 emergency communications services provided by the County in 2008 to the area that comprises the territorial limits of the City. The County shall provide 911 emergency communications services on a continual 24-hour per day basis, seven days a week.

## **ARTICLE 7 EQUIPMENT**

The County agrees to provide DeKalb County personnel assigned to work within the City with all necessary equipment in connection with this Agreement in order to perform the agreed upon 911 emergency communications services, in accordance with DeKalb County Police policies and procedures. The County agrees to maintain said equipment and to provide replacements as necessary during the term of the Agreement.

## **ARTICLE 9 EMPLOYMENT STATUS**

9.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

9.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County police department.

## **ARTICLE 10 RECORDKEEPING AND REPORTING**

Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

## **ARTICLE 11 CITY-COUNTY RELATIONS**

The County shall be the sole provider of 911 emergency communications services within the City during the term of this Agreement.

## **ARTICLE 12 TRANSITION**

The County and City agree that ninety (90) days prior to the end of this Agreement, the City Manager and the Executive Assistant will meet and confer to effect a smooth transition.

## **ARTICLE 13 TERMINATION AND REMEDIES**

13.1 The City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

13.2 On December 1, 2011 at 2400 hours, the parties agree that the County's obligation pursuant to O.C.G.A. 36-31-8 and Section 6.03 of SB 82 to provide the government functions and services described in this Agreement shall terminate as contemplated by O.C.G.A. 36-31-8 and Section 6.03 of SB 82.

13.3 Beginning December 2, 2011 at 0000 hours, the County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

13.4 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

## **ARTICLE 14**

## **NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard Stogner, Executive Assistant  
1300 Commerce Drive 6<sup>th</sup> Floor  
Decatur, Georgia 30030  
404-371-2883, Office number  
404-371-2116, Facsimile number

With a copy to:

William J. Linkous, III County Attorney  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030  
404-371-3011 Office number  
404-371-3024 Facsimile number

If to the City:

City of Dunwoody

\_\_\_\_\_, Georgia  
Office number:  
Facsimile number:

With a copy to:

Brian Anderson, City Attorney  
(insert address, telephone number and facsimile number)

## **ARTICLE 15 EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority.

## **ARTICLE 16 NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

## **ARTICLE 17 ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

## **ARTICLE 18 SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

## **ARTICLE 19 BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

## **ARTICLE 20 INDEMNITY**

20.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

20.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, assert all statutory defenses, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

20.3 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

## **ARTICLE 21 COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.**

**SIGNATURES APPEAR ON THE FOLLOWING PAGES**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL)

Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

\_\_\_\_\_  
Michael Bell  
Ex Officio Clerk of the  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Linkous, III  
County Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Richard Stogner  
Executive Assistant

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**CITY OF DUNWOODY, GEORGIA**

---

Ken Wright  
Mayor

---

Municipal Clerk (SEAL)

**Approved as to Form:**

**Approved as to Substance:**

---

Brian Anderson  
City Attorney

---

Warren Hutmacher  
City Manager



**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF FIRE RESCUE SERVICES  
BETWEEN  
DEKALB COUNTY, GEORGIA and  
THE CITY OF DUNWOODY, GEORGIA**

**THIS INTERGOVERNMENTAL AGREEMENT, is entered into by and between DeKalb County, Georgia (“County”) and the City of Dunwoody, Georgia (“City”).**

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as “SB 82”) ; and

WHEREAS, SB 82 provides that the city of Dunwoody begins operations December 1, 2008 and Section 6.03(c) requires the County to “...provide within the territorial limits of the City all government services and functions which DeKalb County provided in 2008; and

WHEREAS, the residents of Dunwoody have paid the same taxes as paid by residents of unincorporated DeKalb County for 2008 and the payment of those county taxes entitles the City and its residents to be provided with the 2008 county governmental services and functions until December 31, 2008 without any further compensation from the City or its residents to the County; and

WHEREAS, this intergovernmental agreement therefore only becomes effective on the date that the City will begin paying for services as set forth in this Agreement; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide fire rescue services within the boundaries of Dunwoody for a period of one year beginning January 1, 2009; and

WHEREAS, the County and the City further desire to establish the cost of fire rescue services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

## **ARTICLE 1 PURPOSE AND INTENT**

The purpose of this Agreement is to provide fire rescue services within the City.

## **ARTICLE 2 DEFINITIONS**

For the purposes of the Agreement, the following terms shall be defined as:

2.1 **“Fire Chief”** means the director of the DeKalb County Fire and Rescue department or designee.

2.2 **“Fire Code”** means (1) those applicable provisions of state law related to fire rescue services, including the state fire safety rules, the International Fire Code and (2) those applicable provisions of the Code of Dekalb County, Georgia related to fire rescue services including but not limited to chapter 12 of the Code of Dekalb County, Georgia and (3) those applicable provisions of the Ordinances of the City of Dunwoody, Georgia that may be enacted during the term of this Agreement related to fire rescue services. .

2.2 **“Fire prevention tax district”** means the area of land in DeKalb County, Georgia that has been designated as the fire prevention tax district in which the County imposes and collects from the taxpayers in the district a separate fire tax for the purpose of defraying the cost of the County fire rescue services provided to the taxpayers in the district.

2.3 **“Fire Rescue Services”** means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, hazardous material response and emergency medical service transports service provided by County Fire and Rescue Department personnel.

## **ARTICLE 3 TERM OF AGREEMENT**

The term of the Agreement is for one year, commencing January 1, 2009 at 0000 hours and concluding at 2400 hours on December 31, 2009. This Agreement shall automatically renew without further action by the City or County on January 1<sup>st</sup> of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all fire rescue services within its boundaries, unless extended by mutual Agreement by both governing bodies. The parties agree that, as of that date, the County’s obligation (pursuant to O.C.G.A. 36-31-8 and Section 6.03 of SB 82) to provide the services covered by this Agreement shall terminate, and that this provision constitutes the agreement for the assumption of these services by the City as contemplated by O.C.G.A. 36-31-8 and Section 6.03 of SB 82.

## **ARTICLE 4 COMPENSATION AND CONSIDERATION**

4.1 For the fire rescue services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect the fire prevention district tax annually in the same manner and at the same rate that such tax is imposed and collected within the portion of the DeKalb fire prevention tax district that is located in unincorporated DeKalb County. The City agrees to remain within the DeKalb fire prevention tax district and nothing in this Agreement shall preclude the County's right to continue to collect DeKalb fire prevention district taxes from the residents of the City for all fire rescue services originating within the City of Dunwoody.

4.2 The City agrees that County remains entitled to impose, collect and retain all ambulance transport fees. Fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County, whether in effect at the time of this agreement or approved by the DeKalb County Governing Authority at some future date. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for ambulance transport calls originating from within the City of Dunwoody.

## **ARTICLE 5 FIRE CHIEF**

The Fire Chief will direct and manage the daily fire rescue operations in the City and supervise the delivery of fire rescue services contracted for in this Agreement.

## **ARTICLE 6 SERVICES**

6.1 During the term of this Agreement, the County shall provide the same fire rescue services to the City as are provided in unincorporated area of DeKalb County. Such fire rescue services shall equal or exceed the fire rescue services provided by the County in 2008 within the area that comprises the City. The County shall provide fire rescue services on a continual 24-hour per day basis. The County and the City intend to enter into mutual aid agreements, which shall govern the parties in case of emergencies requiring assistance from neighboring fire departments.

6.2 Response times in the City shall remain consistent with those response times in unincorporated DeKalb County. County-wide response reports will be provided by the Fire Chief if requested by the City Manager.

6.3 All emergency incidents within the City shall operate under the National Response Plan (NRP) utilizing the National Incident Management System (NIMS). During the term of this agreement, the City agrees that it will not adopt any ordinance that in any way amends, repeals or replaces the applicable fire rescue provisions of the Code of DeKalb County, Georgia, including but not limited to chapter 12 of the Code of DeKalb County, Georgia and any amendments thereto without the written consent of the Fire Chief. Such consent shall not be unreasonably withheld.

## **ARTICLE 7 EQUIPMENT**

The County agrees to provide DeKalb County fire and rescue personnel assigned to work within the City with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon fire rescue services, in accordance with DeKalb County Fire and Rescue department policies and procedures. The County agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement. All DeKalb County Fire and Rescue Officers assigned hereunder shall wear the uniform and insignia as issued and ordered by the DeKalb County Fire and Rescue Department.

## **ARTICLE 8 AUTHORITY TO ENFORCE THE LAW IN DUNWOODY**

8.1 The Fire Chief shall designate the fire rescue officers to take an oath administered by an official authorized by the City of Dunwoody to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking fire rescue duties pursuant to this Agreement to enforce the fire code.

8.2 Every fire and rescue officer of the County assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the “police powers” of the County that are necessary to provide the fire rescue services within the scope of this Agreement.

8.3 The Fire Chief shall be and hereby is vested with the additional power to enforce the fire code, to make arrests or issue citations incident to the enforcement of the fire code, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the fire code is made for the sole and limited purpose of giving official and lawful status to the performance of fire rescue services provided by fire and rescue officers within the City of Dunwoody.

8.4 Fire and Rescue officers shall enforce the fire code and shall appear in the Municipal Court of the City of Dunwoody as necessary to prosecute cases made therein. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the fire rescue officers working within the City.

## **ARTICLE 9 EMPLOYMENT STATUS**

All County Fire and Rescue Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All County Fire and Rescue Department personnel operating in the City as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the DeKalb County Fire and Rescue

Department command structure. Fire and rescue personnel are under the supervision of the DeKalb County Fire Chief.

## **ARTICLE 10 FIRE INSPECTION AND PREVENTION**

10.1 The County shall also provide “fire inspection and prevention services” which include, but are not limited to, the following:

- a. review of all interior finished, new structures, additions and renovation of all commercial buildings and multi-family buildings, whether existing or to be constructed in the City;
- b. Reviewing plans for both new construction and renovations of existing structures;
- c. Final inspections for all commercial and multi-family buildings;
- d. Inspections for business licenses or change of occupancy;
- e. Inspections required for setting occupancy loads;
- f. Enforcement of fire lane and handicap parking regulations; and
- g. Enforcement of the fire code.

10.2 The County shall be entitled to collect the plan review, permit and inspection fees in connection with commercial and multi-family buildings constructed or renovated in the City if such structures or plans are reviewed or inspected by the Fire and Rescue Department. Fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County for similar permits, inspections and plan reviews, whether in effect at the time of this agreement or as approved by the DeKalb County Governing Authority at some future date.

10.3 Construction plans and accompanying documents for all buildings subject to the provisions of this Agreement shall be submitted to the Fire Chief. Interior finish work and minor building additions may make use of the Fire and Rescue department “walk through” process.

10.4 Following completion of final inspection of commercial and multi-family buildings by the Fire Chief:

- a. The City shall not issue any Certificate of Occupancy without the express written approval of the Fire Chief.
- b. The City shall issue the Certificate of Occupancy when the City is satisfied that the project has complied with all City requirements.
- c. The City shall be responsible for notifying utilities companies in connection with the issuance of Certificates of Occupancy.
- d. The issuance of the Certificate of Occupancy by the City shall in no way obligate the City to make any plan review or inspections of the building, and it is specifically agreed that the City shall have the right to rely upon the plan review and inspections performed by the Fire Chief.

10.5 Retaining walls, tents, signs, greenhouses, satellite dishes, Christmas tree lots, emission inspections stations, and similar projects or structures shall not be subject to the

provisions of this Agreement, and the City shall continue to issue permits and/or approvals for such projects.

10.6 Both the City personnel and the County Fire and Rescue officers are authorized to issue citations for violations of the fire code.

10.7 The City shall be responsible for inspections of all erosion control and site work on all projects within the City.

10.8 The City shall be responsible for enforcement of building code requirements and shall issue all citations necessary to prosecute any building code violations in the Municipal Court of Dunwoody.

## **ARTICLE 11 RECORDKEEPING AND REPORTING**

The County Fire and Rescue Department is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Fire and Rescue Department activity within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

## **ARTICLE 12 CITY – COUNTY RELATIONS**

The DeKalb County Fire Chief will notify the City Manager in the event of a significant fire rescue emergency situation within the City. The DeKalb County Fire Chief and City Manager shall designate what they consider “significant” by a memorandum. The County shall be the sole provider of services within the city that require sworn fire rescue personnel during the term of this Agreement.

## **ARTICLE 13 TRANSITION**

The County and City agree that 90 days prior to the end date of this Agreement, the City Manager and Executive Assistant will meet and confer to effect a smooth transition.

## **ARTICLE 14 TERMINATION AND REMEDIES**

14.1 The City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

14.2 On December 1, 2011 at 2400 hours, the parties agree that the County's obligation pursuant to O.C.G.A. 36-31-8 and Section 6.03 of SB 82 to provide the government functions and services described in this Agreement shall terminate as contemplated by O.C.G.A. 36-31-8 and Section 6.03 of SB 82.

14.3 Beginning December 2, 2011 at 0000 hours, the County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

14.4 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

## **ARTICLE 15 NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard Stogner, Executive Assistant  
1300 Commerce Drive 6<sup>th</sup> Floor  
Decatur, Georgia 30030  
404-371-2883, Office number  
404-371-2116, Facsimile number

With a copy to:

William J. Linkous, III County Attorney  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030  
404-371-3011, Office number  
404-371-3024, Facsimile number

If to the City:

City of Dunwoody

\_\_\_\_\_, Georgia  
Office number:  
Facsimile number:

With a copy to:

Brian Anderson, City Attorney  
(Insert address, phone number and facsimile number)

**ARTICLE 16  
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

**ARTICLE 17  
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 18  
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 19  
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.



## **ARTICLE 20 BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

## **ARTICLE 21 INDEMNITY**

21.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

21.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

21.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

## **ARTICLE 22 COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers.**

**SIGNATURES APPEAR ON THE FOLLOWING PAGES**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_(SEAL)

Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

\_\_\_\_\_  
Michael Bell  
Ex Officio Clerk of the  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
William J. Linkous, III  
County Attorney

\_\_\_\_\_  
Richard Stogner  
Executive Assistant

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**CITY OF DUNWOODY, GEORGIA**

---

**Ken Wright**  
**Mayor**

---

**Municipal Clerk**                      **(SEAL)**

**Approved as to Form:**

**Approved as to Substance:**

---

**Brian Anderson**  
**City Attorney**

---

**Warren Hutmacher**  
**City Manager**

**ORDINANCE GRANTING FRANCHISE**

**To**

**GEORGIA POWER COMPANY**

**By**

**CITY OF DUNWOODY**

**On**

\_\_\_\_\_, 2008

**The within franchise accepted on**

\_\_\_\_\_, 2008.

**GEORGIA POWER COMPANY**

**By: \_\_\_\_\_**  
**President**

ORDINANCE GRANTING PERMISSION AND CONSENT to Georgia Power Company, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the City of Dunwoody, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes.

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City (a) on or before the first day of March in each year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential and commercial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the preceding calendar year and four percent (4%) of the gross sales of electric energy to customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the period beginning on the first day of the month following the granting of this franchise and ending on December 31 thereafter and (b) on or before the first day of March of each year thereafter during the term of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules (as so prescribed) within the corporate limits of the City during the preceding calendar year, on condition that in the event the City shall grant to any other entity the right to use and occupy the City's streets for like purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, including the payment provisions hereof.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. For purposes of paragraph 6 of this Section II, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) Distribution facilities that are relocated in connection with streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities

(whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months after construction of such project begins, either refund the amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval of this ordinance, the Company and the City may enter into such additional agreements as the Company and the City deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this ordinance, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

SECTION V. Be it further ordained that the Company shall, within ninety (90) days from the approval of this ordinance, file the Company's written acceptance of the franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VI. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated, respectively.

Adopted by the City Council of the City of Dunwoody, Georgia, at a meeting held on \_\_\_\_\_, 2008.

Approved: \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor

I, \_\_\_\_\_, Clerk of the City of Dunwoody, Georgia, hereby certify

that I was present at the meeting of the City Council of the City of Dunwoody, Georgia, held on \_\_\_\_\_, 2008, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Dunwoody, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Dunwoody,

County of Fulton, State of Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Clerk



**CITY OF DUNWOODY  
NOVEMBER 17, 2008  
COUNCIL MEETING MINUTES**

The Mayor and Council of the City of Dunwoody held a Work Session on Monday, November 17, 2008 at 7:00pm. The Work Session was held in Room 258 at the Dunwoody United Methodist Church located at 1548 Mount Vernon Road, Dunwoody, Georgia 30338. Present for this meeting were the following:

District 1, Post 1	Denis Shortal, Council Member
District 2, Post 2	Adrian Bonser, Council Member
District 3, Post 3	Tom Taylor, Council Member
At Large, Post 4	Robert Wittenstein, Council Member
At Large, Post 5	Danny Ross, Council Member
At Large, Post 6	John Heneghan, Council Member
	Ken Wright, Mayor

Mayor Ken Wright called the meeting to order. Mayor Wright called for opening public comments.

**PUBLIC COMMENT:**

Rick Otness – Wanted the City to be aware of three important initiatives for the future: the City should have a Rainy Day fund, an Infrastructure Fund and a Long-Term Planning fund. Since the City is required to have a balanced budget, a Rainy Day fund would compensate for any hard times. Also, the City should establish a committee for a 25-year plan and everything that develops during such time should be compared to it to make sure it fits into the City's long term plan.

Jim Malone – business owner – is worried that his business license is up in December and Dekalb is no longer providing licensing service to Dunwoody businesses. He's wondering what will happen when the City takes over.

Doug Thompson – commented on proposed Chapter 15 of the City Code: business licensing ordinance. He was surprised to see that professionals are also regulated in the Ordinance, especially attorneys. He said the courts have struck down such regulatory provisions in other cities, including cities in the area. He was worried that some people may challenge the ordinance on that basis. He was also generally worried that the majority of city laws fall on business owners and if businesses are overtaxed, they will leave the City.

Steve Ludwig – Reminded the Council that when vendor E2 Assure made a proposal several weeks before for collection of alcohol licensing fees and, potentially, business license fess and occupation taxes, there was no clear answer as to how the City will find

those businesses that are under the radar unlicensed. The City needs to figure out how the vendor will go about finding those businesses which currently do not have a license.

Steven Henning – Stated that he was one of the business owners that is operating below the radar and was wondering when he would be able to get a license from the City in order to properly operate in Dunwoody.

Joe DeVita – on behalf of the Dunwoody Chamber of Commerce – stated that the Chamber opened its doors recently for business. He went to Dekalb County to get a business license and found the procedure daunting, only to find at the end that Dekalb no longer gives licenses to Dunwoody business owners. Also, the City's ordinance being so close to Dekalb's, it has problems, including large segments of unlicensed businesses, regulation of nonprofits and a history in Dekalb of not enforcing its own regulatory ordinances. There are a lot of people that are left in limbo and the Chamber wants to work with the City to correct any problems in the ordinance.

Page Olson – wanted to thank the Mayor and Council for coming over to the elementary school to see the renovations and stated that there are other schools in the area that are being renovated as well and Council will be kept in the loop as to its progress and any opportunity to tour the site.

There being no further public comments, Mayor Wright reminded the Council that they have not yet done the Pledge of Allegiance. The Pledge of Allegiance was then led by Councilmember Ross. Following the Pledge, the Mayor moved to the first agenda item.

**DUNWOODY OVERLAY DISTRICT ZONING REGULATIONS:** Mayor Wright stated that the Overlay District was spearheaded by the Dunwoody Homeowner's Association several years ago and was the first Overlay District in Dekalb. What spurred the Overlay District's creation are the problems before in working with business owners to conform to the desired historical architecture in the area. The Mayor would like to explore extending the Overlay District beyond the Dunwoody Village and into other areas of the City – such as Georgetown, Peachtree Industrial corridor, and the Jett Ferry Shopping Center. The Mayor then called for discussion.

Under discussion, Councilmember Wittenstein commented that if the City would like to see Dunwoody village redeveloped to bring businesses into it long-term, the regulations would have to be tweaked. He is reluctant to expand them to other areas because it might stifle development and increase cost to businesses. He is afraid it would do more harm than good. Also, the City needs to look at the map because some churches, such as the Dunwoody Methodist Church, those that are in the District, regularly violate the Overlay sign regulations. They should be equal to do the same kinds of signs as other churches and synagogues in Dunwoody without the burden of complying with additional restrictions.

The Mayor stated that Georgetown is a hodgepodge of disaster and he's hoping the City can see where the modifications can be made. The City needs to think outside the Village to see what it wants and problems that pop up around the City need to be

addressed accordingly. Councilmember Shortal added that the City needs to make sure all citizens of the City are full partners in this discussion and brought in to discuss how to build up a City. We need to use community expertise and knowledge to give ideas on these issues. Councilmember Heneghan wants to push consistency. For example, the PCID has it well laid out and other business centers may take a look and decide they want their planning to be like the Perimeter CID.

At Mayor's request, Bob Lundsten commented that the Overlay District is pretty successful, all things considered. The District is dated to where the City wants to be. The City needs to look at the density and pedestrian access as the current District regulations do not address the new urban mentality (such as being able to park your car in one place and walk around without having to get back into your car). It may be a burden to expand it to other areas which would instantly become noncompliant. The City should take a look at Smyrna and the area around the Brookhaven MARTA station for guidance on how to make a more urban, pedestrian-friendly area.

### **DISCUSSION OF GEORGIA POWER FRANCHISE PROPOSAL:**

Mayor Wright stated that he has met with Georgia Power several times to negotiate the Franchise Agreement. City Attorney Brian Anderson went over the agreement provided to the City by Georgia Power, stating it was a standard 35-year agreement, 4% fee collected, and certain responsibilities for renovations to be financed by the City and certain by Georgia Power. It's a standard vanilla agreement where the 35-year term is the standard term usually negotiated between the company and municipalities.

Councilmember Heneghan wanted to know whether a City Council approval to add any new substations could be negotiated into the Agreement. City Attorney Anderson said that it can be discussed but Georgia Power stated that in order for the City to receive the 2009 fees early, their version of the agreement is the one the City needs to pass. Councilmember Ross commented that the projected revenue from the electrical franchise fee is higher than the budget previously anticipated. The Mayor added that this agreement supplied by Georgia Power is a boilerplate, best practice agreement that has been worked out with other cities.

Councilmember Wittenstein wanted to direct attention to the fact that the Agreement gives Georgia Power no obligation to move metal high voltage poles at their own expense. Also, if the City wants to do a Streetscape, any movement of poles or electrical lines would be at City's expense. Councilmember Shortal added that his understanding was that putting power lines underground would not be financially feasible and the maintenance would get expensive. City Attorney Anderson responded that anything in current existence that would have to be moved or buried would be at the City's expense, but anything new that Georgia Power would install would need to comply with all City Ordinances.

### **CITY EMPLOYEES:**

City Manager Warren Hutmacher introduced the proposed job descriptions and salary range for various City employee positions, including City Clerk, Finance Director, Court Clerk and Police Chief. These proposals were made from studies conducted of surrounding municipalities. Councilmember Heneghan asked about combining the City Clerk and Court Clerk positions. City Manager Hutmacher stated that it can be done and some cities have done it, but the City would still need a Court Clerk to run daily operations of Court. The two positions have different focuses and require separate skill sets. He does not recommend combining the positions.

Councilmember Ross commented that the position of Communications Officer was not included in the proposal. City Manager Hutmacher responded that it's an important function for the City but is not necessary to bring on staff. It would probably be best to make a contract position in order to get a seasoned professional to work part-time rather than a novice to work full time for the same amount of pay. It is also much easier to terminate the contract employees.

Councilmember Shortal stated that the City Manager needs some kind of indication of Council agreement with the guidelines presented without voting on it so positions can be properly interviewed. The Mayor asked if there were any issues with the proposal. No issues were voiced.

### **IGA'S WITH COUNTY:**

Councilmember Ross stated that there are several IGA's that are ready for signing: 911 IGA, Water/Sewer IGA, and the Fire Department IGA. They're still diligently negotiating the IGA for Police services. The City had proposed to Dekalb to allocate the total police services cost based on the number of beats and officers used compared to the rest of the County. The County proposed to do it pro rata, based on the percentage of the population of Dunwoody compare to the rest of Dekalb County, which the City believes would be unfairly expensive and provide too expensive a service that the City does not require.

Councilmember Wittenstein had concerns about the 911 IGA because it requires a 180-day notice to cancel the IGA. What happens if there's an incident like the one that occurred in Fulton County recently, where paramedics were sent to the wrong address and the caller died? If the City wants to switch users and make a contract with another municipality, they'd still be bound to use the Dekalb service for a six month period. There is a necessity to negotiate a shorter termination period.

Councilmember Ross commented that the City plans to introduce the subject of Parks at the next IGA meeting. Councilmember Taylor updated on his ongoing discussions with the Dekalb County Sheriff on provision of police services to the City. The City has also been negotiating with other entities regarding provision of police services.

### **ADDITIONAL GMA SERVICES:**

Councilmember Shortal stated that GMA has a better rate for some services than other vendors and they would love to have the City's business, especially in the area of leasing and financing. They do require a resolution to deal with them on leases and loans should the City want to. Maybe the City should try to pass the Resolution at the City's next meeting to authorize future dealing with GMA on leases and loans. City Manager Hutmacher added that the GMA's program is usually a lease-purchase, so maybe a refinance option should be looked at for the items already bought, and to finance police cars, for example, in the future to be able to spread the payments over a three-year period. Councilmember Wittenstein commented that maybe GMA should have been used for the purchase of computers to be available upon start-up of the City as many of the computers the City is ordering are not needed on day 1. Maybe the City should take the extra lead time necessary to deal with the GMA to get lower-priced ones than other vendors who will charge more to finance the equipment. Councilmember Shortal responded that the City wants to be ready to go on day 1. The lower cost was not worth not being ready on December 1<sup>st</sup>, where the first impression of City operation is made. Councilmember Ross commented that the difference in prices between GMA and other vendors is the difference between the commercial rate and the tax exempt rate. City Manager Hutmacher added that these computers are necessary to have limited services available on December 1<sup>st</sup>.

### **CITY IMPLEMENTATION:**

Councilmember Shortal gave an update on the deadline for RFP submissions, which was on November 17<sup>th</sup>. So far, the City has seven (7) submitted vendor applications for Finance and Administration (thought only two are complete), six (6) for Community Development and five (5) for Public Works. The RFP process is very time-consuming. The City will have a phone number for Dunwoody City Hall soon and will have an ad on November 26<sup>th</sup> saying what the City will offer in terms of services. The new office space across from Boyken is available to set-up working space and conference rooms. E2 Assure has been given task to work on alcohol licensing. As of December 1<sup>st</sup>, 16 phone lines will be available for citizens to call in to the City.

Councilmember Ross updated on the Banking RFPs. He stated that the City received seven (7) responses from banks, which will be narrowed to three (3) for interviews for various services, including TAN's. Believes the RFP process has produced very good candidates that will best serve the City of Dunwoody. In addition, the City now has a valid insurance policy.

Councilmember Shortal stated that the alcohol licensing applications have not yet gone out. A member of E2 Assure stood up to add that they're working with the City Attorney to make sure the applications that go out to businesses comply with the City Code. City Attorney Anderson added that it is the City's position that Dekalb licenses expire on December 31<sup>st</sup>.

Councilmember Shortal continued that RFP firms will be selected on November 25<sup>th</sup> and he's hoping the people from the winning companies will start training so that they can answer phones on December 1<sup>st</sup>. The Mayor asked what happens if Dekalb County is not issuing licenses for businesses on December 1<sup>st</sup>. City Attorney Anderson responded that the City originally anticipated not starting to give out business licenses until January 1, 2009. Councilmember Shortal added that he, Councilmember Bonser and the City Manager will be instrumental in choosing the finalists for RFP positions with Boyken input. Interviews will be on November 20-21. Councilmember Ross added that on Banking RFP's, several criteria were supplied. He then asked Councilmember Heneghan to join him in helping to evaluate those submissions.

Mayor Wright had some thoughts on the Stormwater issue, specifically as to whether the City stays with Dekalb on it or not. He stated that the City wants to build its own fund to take care of any emergencies. Councilmember Wittenstein stated it was beyond belief that Dekalb is spending all the stormwater money they've collected. Where did the money go? Believes Dekalb has not spent nearly as much as they have collected.

Councilmember Taylor updated on police equipment, stating that because of the war going on, the tax-exempt ammunition has a 120-day lead time. They have also received three (3) bids on weapons – also a lead time involved to acquire those.

Councilmember Wittenstein asked Bob Lundsten to update the City on the signs and branding for Dunwoody. Mr. Lundsten expressed concern for time and expense of branding. A committee was formed to work on signs but wanted to wait till branding can be done at the same time. He personally came up with some simple designs for City signs with help from design professionals. Mr. Lundsten then proceeded to hand out certain design prototypes to council members. He added that the Council has to decide if it will do signs without branding. Branding may not be the best use of the Council's time or best focus of it. The Mayor agreed that it's not as important as getting the City started.

## **CHAPTER 15, BUSINESS OCCUPATION TAX, LICENSES AND REGULATION:**

City Attorney Anderson stated that the ordinance has been updated by taking out the charitable organization permitting provision, amended the attorney provision to make it compliant with state law prohibitions. Councilmember Shortal asked what the time lines were for the licensing. City Attorney Anderson responded that there was no hurry but that may be revised due to Dekalb's unwillingness to grant the licenses in December. Councilmember Heneghan also stated that there are some other problems with the ordinance, specifically the parts that have not been enforced by Dekalb in the past. City Attorney Anderson added that the deal with attorneys is that the City is not allowed to regulate the profession; only the Georgia Supreme Court is allowed to regulate the procession of attorneys.

Councilmember Ross added that the City would need to start its Municipal Court on January 1<sup>st</sup>.

There being no further business, Councilmember Wittenstein made a motion to adjourn the meeting, seconded by Councilmember Shortal. The motion carried unanimously and the meeting was adjourned.

Approved:

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Ken Wright, Mayor

Attest:

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Joan C. Jones, Acting City Clerk

(Seal)

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF WATER AND WASTEWATER SERVICES  
between  
DEKALB COUNTY, GEORGIA AND  
THE CITY OF DUNWOODY, GEORGIA**

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**THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Dunwoody, Georgia (“City”).**

WHEREAS, the City of Dunwoody was created by act of the State of Georgia General Assembly in 2008, which was ratified by its citizens by referendum to create an effective date for the new city of December 1, 2008; and

WHEREAS, as provided by O.C.G.A. § 36-70-20, *et seq.*, DeKalb County provides water treatment and distribution and wastewater collection and treatment services for various municipalities in the County pursuant to a Service Delivery Strategy Agreement approved by the County on August 24, 1999 and as subsequently amended, among and between the County and the various municipalities located therein; and

WHEREAS, DeKalb County has provided water treatment and distribution and wastewater collection and treatment services to residents of Dunwoody, through its facilities as maintained and improved over time, for many decades pursuant to various agreements, including the Service Delivery Strategy Agreement; and

WHEREAS, the creation of the City of Dunwoody, as a new municipality within DeKalb County, requires the County and the City of Dunwoody to enter into an agreement as to the provision of water and wastewater services within the municipal boundaries of the City of Dunwoody pursuant to the processes and procedures of the Service Delivery Strategy Act (“Act”), O. C. G. A. § 36-70-20, *et seq.*; and

WHEREAS, pursuant to the Act, the Service Delivery Strategy Agreement between DeKalb County and the municipalities within its jurisdiction must be amended to provide for the addition of the City of Dunwoody, and, specifically, the provision of water and wastewater services by the County to residents of the City of Dunwoody; and

WHEREAS, because an amendment to the current Service Delivery Strategy Agreement cannot be completed by December 1, 2008, the parties desire to enter into an intergovernmental agreement governing the continuation of the provision of water and wastewater services by the County to residents of the City of Dunwoody until such time that the Service Delivery Strategy Agreement is duly amended to account for such services; and



WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to provide water treatment and wastewater collection and treatment services within the boundaries of the City of Dunwoody for a period of three years beginning December 1, 2008 or ending on the date the Service Delivery Strategy Agreement is amended; and

WHEREAS, the County and the City of Dunwoody desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

**NOW THEREFORE, in consideration of the following mutual obligations, the County and the City of Dunwoody agree as follows:**

**Section 1.** The County will provide water treatment and distribution and wastewater collection and treatment services to the residents of the City of Dunwoody as are currently recorded as customers of the County or as may become customers of the County, pursuant to the terms of the Service Delivery Strategy Agreement approved by the County on August 24, 1999 and as subsequently amended, until such time as the terms of the provision of water and wastewater services is formally agreed upon by the parties and incorporated into a duly adopted amendment to the current Service Delivery Strategy Agreement or other agreement, if such other agreement is deemed appropriate and necessary. Until such time as such an agreement is effective, the following shall apply to the provision of water and wastewater services to the City of Dunwoody in addition to the terms of the current Service Delivery Strategy Agreement:

- 1.1 The level of service to the residents of the City of Dunwoody will be provided as is set forth in the current Service Delivery Strategy Agreement and shall be equal to or exceed the level of service provided by the County in 2008 within the area that comprises the territorial limits of the City of Dunwoody.
- 1.2. The rate structure for the residents of the City of Dunwoody will be established at the level set as of the effective date of this Agreement or as amended by DeKalb County Governing Authority.

**Section 2.** On or before January 1, 2009, the City will adopt a water and sewage disposal ordinance that is no less stringent and is as broad in scope as Attachment "A", codified in chapter 25, sections 25-1 through 25-359 of the Code of DeKalb County, Georgia, attached hereto and incorporated by reference, (hereinafter referred to as the County's water and sewage disposal ordinance). If the City does not enact a water and sewage disposal ordinance at least as stringent as the County's water and sewage disposal ordinance prior to February 1, 2009, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its water and sewage disposal ordinance, it will forward a copy of such proposed amendment(s) 30 days prior to the date of enactment to the City Manager. If the City does not enact amendments at least as stringent as those

adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County.

**Section 3.** The parties agree to cooperate fully to reach an agreement for the provision of water and wastewater services by the County to the residents of the City of Dunwoody within the municipal boundaries of the City of Dunwoody, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, *et seq.* for the purpose of amending the current Service Delivery Strategy Agreement between DeKalb County and all municipalities within its jurisdiction to include the City of Dunwoody and the water and wastewater services agreement or such other agreement as may be deemed appropriate and necessary. All efforts will be made to reach an agreement as soon as practical and without undue delay, understanding that the need for such an agreement is critical to both parties and for the proper function of intergovernmental relations between the County and the City of Dunwoody.

**Section 4.** The term of the Agreement is for one year, commencing December 1, 2008 at 0000 hours and concluding at 2400 hours on December 1, 2009. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. The City and the County may not terminate this Agreement prior to December 1, 2011, unless the parties reach an agreement for the provision of water and wastewater services by the County to the residents of the City of Dunwoody within the municipal boundaries of the City of Dunwoody, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, *et seq.* If such an agreement is reached, then this Agreement automatically terminates. The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

Section 4a. On December 1, 2011 at 2400 hours, the parties agree that the County's obligation pursuant to O.C.G.A. 36-31-8 and Section 6.03 of SB 82 to provide the government functions and services described in this Agreement shall terminate as contemplated by O.C.G.A. 36-31-8 and Section 6.03 of SB 82. Beginning December 2, 2011 at 0000 hours, the County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination. Beginning December 2, 2011 at 0000 hours, the City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

**Section 5.** Certain County watershed management personnel assigned to enforce county ordinances and issue citations shall take an oath administered by an official authorized by the City of Dunwoody to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking services pursuant to this Agreement to enforce the ordinances referenced in section 2 of this Agreement within the City of Dunwoody. Watershed Management employees shall be and hereby are vested with the additional power to enforce the ordinances referenced in section 2 of this Agreement, to make arrests or issue citations incident to the enforcement of such ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce such ordinances in the City of Dunwoody is made for the sole and limited purpose of giving official and lawful status to the performance of services provided by Watershed Management personnel within the City of Dunwoody. Watershed Management employees shall appear in the Municipal Court of the City of Dunwoody as necessary to prosecute cases made therein. The City agrees to compensate officers for their appearance in the Municipal Court pursuant to state law. The City of Dunwoody further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the county employees working within the City.

**Section 6.** All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard Stogner, Executive Assistant  
1300 Commerce Drive 6<sup>th</sup> Floor  
Decatur, Georgia 30030  
404-371-2883, Office number  
404-371-2116, Facsimile number

With a copy to:

William J. Linkous III, County Attorney  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030  
404-371-3011 Office number  
404-371-3024 Facsimile number

If to the City:

City of Dunwoody  
  
\_\_\_\_\_, Georgia  
Office number:  
Facsimile number:

With a copy to:

Brian Anderson, City Attorney

(Insert address, telephone number and facsimile number)

**Section 7.** This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority.

**Section 8.** Neither party shall assign any of the obligations or benefits of this Agreement.

**Section 9.** The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City of Dunwoody or DeKalb County. All parties must sign any amendments to the Agreement.

**Section 10.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**Section 11.** This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**Section 12.** It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the

City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

**Section 13** It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

**Section 14.** The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.**Section 15.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF, DeKalb County and the City of Dunwoody have executed this Agreement through their duly authorized officers.**

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Vernon Jones  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

\_\_\_\_\_  
Michael Bell  
Ex Officio Clerk of the  
Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Linkous, III  
County Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Richard Stogner  
Executive Assistant

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**CITY OF DUNWOODY, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Ken Wright  
Mayor

\_\_\_\_\_  
Municipal Clerk

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Brian Anderson  
City Attorney

\_\_\_\_\_  
City Manager

**CITY OF DUNWOODY, GA**  
**CITY COUNCIL**

Ken Wright, Mayor

Denis Shortal – District 1, Post 1  
Adrian Bonser - District 2, Post 2  
Tom Taylor – District 3, Post 3  
Robert Wittenstein – At Large, Post 4  
Danny Ross – At Large, Post 5  
John Heneghan – At Large, Post 6

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<b>Monday, November 24, 2008</b>	<b>Regular Meeting</b>	<b>7:00 PM</b>
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**A) CALL TO ORDER**

**B) ROLL CALL AND GENERAL ANNOUNCEMENTS**

**C) PLEDGE OF ALLEGIANCE**

**D) MINUTES**

1. Approval of Meeting Minutes from the November 10, 2008 City Council Meeting  
*(Joan Jones, Acting City Clerk)*
2. Approval of Meeting Minutes from the November 17, 2008 City Council Work Session  
*(Joan Jones, Acting City Clerk)*

**E) APPROVAL OF MEETING AGENDA** *(add or remove items from agenda)*

**F) PUBLIC COMMENT**

**G) CONSENT AGENDA**

1. Consideration of Resolution 2008-11-19 to approve a Proclamation for April, 2009 to be  
“Dunwoody Fine Art Day.”

**H) UNFINISHED BUSINESS:**

1. Second Read and vote on approving Ordinance Adopting Chapter 15 (“Business Occupation Tax, Licenses and Regulation”) of the City of Dunwoody Code of Ordinances.
2. Discussion of City Implementation.

**I) REPORTS AND PRESENTATIONS**

1. Discussion of designs for “Welcome to Dunwoody” signs.

**J) NEW BUSINESS:**

1. Discussion of budget.
2. Discussion and vote on adopting Resolution 2008-11-14 to establish a Franchise Fee in the City of Dunwoody for holders of a State Cable and Video Franchise.



3. Discussion and vote on adopting Resolution 2008-11-15 to approve an Intergovernmental Agreement with DeKalb County for provision of Fire and Rescue Services.
4. Discussion and vote on adopting Resolution 2008-11-16 to approve an Intergovernmental Agreement with DeKalb County for provision of Water and Sewer Services.
5. Discussion and vote on adopting Resolution 2008-11-17 to approve an Intergovernmental Agreement with DeKalb County for provision of Emergency 9-1-1 Services.
6. Discussion and vote on adopting Resolution 2008-11-18 to approve and authorize a Master Lease with the Georgia Municipal Association.
7. Discussion and status of bid response for the community development.
8. Discussion and status of bid response for the public works.
9. Discussion and status of bid response for the administration, finance, and human resources.
10. First Read of Ordinance to adopt and approve an electrical franchise with Georgia Power (First Read).
11. ACTION ITEM: discussion and vote to authorize City Attorney to notify DeKalb County of City's takeover of certain services and powers.
12. ACTION ITEM: discussion and vote to authorize the City to enter into binding arbitration with the County in connection with interim police protection services.
13. ACTION ITEM: discussion and vote to authorize the City Manager to fill certain position allocations.

**K) OTHER BUSINESS** *(none at this time)*

**L) PUBLIC COMMENT**

**M) ADJOURN**

**A RESOLUTION TO APPROVE A PROCLAMATION TO BE PRESENTED ON  
BEHALF OF THE CITY COUNCIL TO THE DUNWOODY FINE ART ASSOCIATION**

**WHEREAS,** that the City of Dunwoody Mayor and City Council hereby approves the hereto attached Proclamation recognizing April, 2009 as “Dunwoody Fine Art Month” in recognition of the Dunwoody Fine Art Association’s support and promotion of local artists; and

**WHEREAS,** that this approval be immediately effective; and

**WHEREAS,** that this Resolution shall be effective upon its adoption.

**SO RESOLVED AND EFFECTIVE,** this 24<sup>th</sup> day of November, 2008.

Approved:

\_\_\_\_\_  
Ken Wright, Mayor

Attest:

\_\_\_\_\_  
Joan C. Jones, Acting City Clerk

Seal

# PROCLAMATION

**WHEREAS,** The Dunwoody Fine Art Association desires to celebrate the incorporation of the City of Dunwoody; and

**WHEREAS,** The Dunwoody Fine Art Association desires to provide the City of Dunwoody citizens with enjoyment of fine arts and to share the talents of, and promote, local artists; and

**WHEREAS,** The City of Dunwoody desires to have fine art displayed at many locations in the City that wish to participate and to display their pride in the work of the local artists and the City recognizes the cultural and social importance of supporting and promoting local artists ; and

**WHEREAS,** The Dunwoody Fine Art Association would like to be responsible to contact business to participate in display of fine art and to help artists set-up their exhibits throughout the participating locations in the City; and

**WHEREAS,** The City of Dunwoody wishes to commend the Dunwoody Fine Art Association for pursuing this noble cause and proclaim April, 2009 as the month for these exhibitions; and

**NOW, THEREFORE, BE IT PROCLAIMED,** by the City of Dunwoody Mayor and City Council, that in recognition of the efforts of the Dunwoody Fine Art Association to celebrate and promote local artists, that April, 2009 shall be proclaimed as “Dunwoody Fine Art Month.”

*City of Dunwoody Mayor*

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**Ken Wright**

**Attest:**

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**Joan Jones, Acting City Clerk**

## **Chapter 15: Business Occupation Tax, Licenses, and Regulation**

### **Article 1: Business and Occupation Taxes**

\*State law reference(s) Business and occupation taxes, O.C.G.A. §48-13-5 et seq.

#### *Section 1: Generally*

- (a) Each person engaged in a business, trade, profession or occupation whether with a location within the City of Dunwoody or in the case of an out of state business with no location in Georgia exerting substantial efforts within the City of Dunwoody pursuant to O.C.G.A Section 48-13-7 shall pay an occupational tax for said business, trade, profession or occupation.
- (b) Occupation taxes shall be based upon gross receipts in combination with profitability ratio and number of employees. The profitability ratio for the type of business will be determined from nationwide averages derived from statistics, classifications or other information published by the United States Office of Management and Budget, the United States Internal Revenue Service or successor agencies of the United States.
- (c) The occupation tax levied herein is for revenue purposes only and is not for regulatory purposes, nor is the payment of the tax made a condition precedent to the practice of any profession, trade or calling.

#### *Section 2: Definitions*

Unless specifically defined elsewhere, as used in this Article, the term:

- (a) *Administrative fee* means a component of an occupation tax that approximates the reasonable cost of handling and processing the occupation tax.
- (b) *Business* where used in this Article shall be held to mean any person, sole proprietor, partnership, corporation, trade, profession, occupation or other entity and the efforts or activities associated thereby for the purposes of raising revenue or producing income.
- (c) *Dominant line* means the type of business within a multiple line business from which the greatest amount of income is derived.
- (d) Except as otherwise provided, “*Employee*” means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual’s compensation or whose employer issues to such individual for purposes of documenting compensation a form W-2 but not a form I.R.S. 1099.
- (e) *Gross receipts* means total revenue of the business or practitioner for the period, including without being limited to the following:

- (i) Gross receipts shall include the following:
  - (A) Total income without deduction for the cost of goods sold or expenses incurred;
  - (B) Gain from trading in stocks, bonds, capital assets, or instruments of indebtedness;
  - (C) Proceeds from commissions on the sale of property, goods, or services;
  - (D) Proceeds from fees charged for services rendered; and
  - (E) Proceeds from rent, interest, royalty, or dividend income.
- (ii) Gross receipts shall not include the following:
  - (A) Sales, use, or excise taxes;
  - (B) Sales returns, allowances, and discounts;
  - (C) Inter-organizational sales or transfers between or among the units of a parent subsidiary controlled group of corporations, as defined by 26 U.S.C. § 1563(a)(2), or between or among wholly owned partnerships or other wholly owned entities;
  - (D) Payments made to a subcontractor or an independent agent for services which contributed to the gross receipts in issue;
  - (E) Governmental and foundation grants, charitable contributions or the interest income derived from such funds, received by a nonprofit organization which employs salaried practitioners otherwise covered by this Chapter, if such funds constitute 80 percent or more of the organization's receipts; and
  - (F) Proceeds from sales of goods or services which are delivered to or received by customers who are outside the state at the time of delivery or receipt.
- (f) *License* shall mean a permit or certificate issued by the City that allows an entity to operate lawfully in the City of Dunwoody. A license does not create any rights to operate in violation of any provision of this Code of Ordinances and it may be denied, suspended or revoked by the City at any time pursuant to the procedures set forth herein. This definition applies to any license issued pursuant to this Chapter.

- (g) *Location or office* shall include any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. The renter's or lessee's location which is the site of personal property which is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or lessor unless the real property's owner, lessor, or the agent of the owner or lessor, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.
- (h) *Occupation tax* means a tax levied on persons, partnerships, corporations, or other entities for engaging in an occupation, profession, or business.
- (i) *Practitioner of professions and occupants* is one who by State Law requires state licensure regulating such profession or occupation. This definition shall not include a practitioner who is an employee of a business, if the business pays an occupation tax.
- (j) *Regulatory fees* means payments, whether designated as license fees, permit fees, or by another name, which are required by the City of Dunwoody as an exercise of its municipal power and as a part of or as an aid to regulation of an occupation, profession, or business. The amount of a regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the City of Dunwoody. A regulatory fee does not include an administrative or registration fee. Regulatory fees do not include required occupation taxes for businesses and professions located in the City of Dunwoody.
- (k) *Tax Collector* shall mean an individual duly appointed and named as tax collector to serve in that capacity. In the absence of a duly appointed tax collector, the Finance Director or City Manager may perform the duties of the tax collector.

### *Section 3: Business License Required*

- (a) Except as specifically exempted herein, all persons, firms, companies (including limited liability companies), corporations, (including professional corporations) and other business entities, now or hereafter operating a business within the City of Dunwoody, are hereby required to register their business or office, obtain an occupation tax certificate for their business or office, and pay the amount now or hereafter fixed as taxes and fees thereon as authorized under the provisions of Article 1 of Chapter 13 of Title 48 of the Official Code of Georgia, Annotated, as amended.
- (b) Where a person conducts business at more than one (1) fixed location or has multiple business trade names, each trade name shall be considered to be separate for the purpose

of the occupation tax and the gross receipts of each will be returned on a form furnished by the Finance Department in accordance with the provisions of this Article.

- (c) The occupation tax certificate shall serve as a business license. Additional business licenses may be required as established by the City.
- (d) Stock or manufacturing companies or other companies, subsidiaries, agencies, district offices, branch offices, corporations or individuals, having either their business proper or their general branch offices located within the City of Dunwoody, and either represented by the officers of the company, or any agent, for the purpose of soliciting patronage for the same, or for the transaction of any business pertaining thereto, shall be required to obtain a occupation tax certificate.
- (e) All licenses granted under this Article shall expire on December 31 of each year. Licensee(s) shall be required to file an application in each ensuing year. The applicant shall be required to comply with all rules and regulations for the granting of licenses.

*Section 4: Estimation of gross receipts; filing of returns.*

- (a) All occupation taxes levied by this Article are levied on the amount of business transacted during the current calendar year and the number of employees to be employed in the business conducted. However, for convenience of both the City and the taxpayer, those businesses subject to the occupational tax shall on or before March 15 file with the Finance Department a return showing all gross receipts of that business during the preceding calendar year ending on December 31. This return showing preceding calendar year gross receipts shall be used as an estimate of gross receipts for making payments on the occupation tax for the current calendar year. The number of employees reported for the current year's business operations may be based upon the number of employees employed in the business conducted during the previous year. Applicants or owners engaged in the business shall be reported as employees of the business. For continuing businesses, the return required on or before March 15 showing the business' preceding year's actual gross receipts and number of employees shall also be used to adjust the estimated return for the same period. Differences will be billed or credited to the business' occupational tax billing as required. Should a business not continue or terminate during the year, such business shall notify the Finance Department's business occupation tax section and file a final return reporting the actual number of employees and those gross receipts not previously reported.
- (b) Where a business subject to the occupation tax for the calendar year has been conducted for only a part of the preceding year, the amount of gross receipts for such part shall be set forth in said return. Said return shall also show a figure putting the receipts for such part of a year on an annual basis with the part-year receipts bearing the same ratio to the whole-year gross receipts as the part year bears to the whole year. Said figure shall be used as the estimate of the gross receipts of the business for the current calendar year in establishing the business tax liability.

- (c) If a business is to begin on or after January 1 of the occupation tax year, the tax on such business shall be due and payable on the date of the commencement of the business and shall be based upon estimated gross receipts of the business from the date of commencement until the end of the calendar year. The business shall also file the required registration form and shall pay the administrative fee required by this Article.
- (d) Notwithstanding the foregoing, if a lawyer begins business after January 1 of the occupation tax year, the tax and administrative fee on such business shall be due and payable on December 31 of the year in which the business begins. Any lawyer failing to pay the occupation tax and administrative fee within one hundred twenty (120) days after December 31 shall be considered delinquent and shall be subject to and shall pay a ten (10) percent penalty of the amount of tax or fee due and interest as provided by state law. Such penalty shall be assessed in full on May 1 of the year following the tax year in addition to interest on delinquent occupational taxes and administrative fees. In addition, a list of all delinquent lawyers may be sent to the State Bar of Georgia. The general penalty for continuing violations of this Code shall not apply to violations of this chapter by lawyers.
- (e) The City shall not require the payment of more than one (1) occupational tax for each location that a business or practitioner shall have nor shall the City require a business to pay an occupational tax for more than one hundred (100) percent of the business' gross receipts.
- (f) Real estate brokers shall pay an occupational tax for each principal office and each separate branch office located in the City of Dunwoody based upon gross receipts derived from transactions with respect to property located within the City. Payment of the occupation tax shall permit the broker, the broker's affiliated associates and salespersons to engage in all of the brokerage activities described in O.C.G.A. § 43-40-1 without further licensing or taxing other than the state licenses issued pursuant to Chapter 40 of Title 43 of the O.C.G.A.
- (g) For out of state businesses with no location in Georgia, occupation taxes include the gross receipts of business as defined in this Article titled "paying occupation tax of business with no location in Georgia."
- (h) For purposes of this section, prima facie evidence of gross receipts generated during any period shall be a copy of the business' federal income tax return or an affidavit from the business' accounting firm.

*Section 5: Administrative and regulatory fees*

- (a) A non-prorated, non refundable administrative fee shall be required on all business occupation tax accounts for the initial start up, renewal or reopening of those accounts.
- (b) A regulatory fee will be imposed on those applicable businesses listed under O.C.G.A. § 48-13-9(b) that the City deems necessary to regulate.



*Section 6: Renewal returns and applications; due date; penalty for late payment.*

- (a) On or before March 15 of each year, businesses liable for occupation taxes levied under this Article for the year shall file with the Finance Department's business occupation tax section, on a form furnished by the Finance Department, a signed return setting forth the actual amount of the gross receipts of such business during the preceding calendar year ending December 31.
- (b) Occupational taxes on businesses continuing from the preceding year shall be due and payable on January 1 of each subsequent year. Occupational tax due from businesses continuing operation in the current year from the preceding year shall be considered delinquent if not paid by April 15 of each year. Any business failing to pay the occupational taxes and administrative fees within one hundred twenty (120) days after January 1 shall be subject to and shall pay a ten (10) percent penalty of the amount of tax or fees due and interest as provided by State Law. Such penalty shall be assessed in full on May 1 of the tax year in addition to interest on delinquent occupation taxes, regulatory fees and administrative fees.
- (c) If any person or business whose duty it is to obtain a registration in the City begins to transact or offers to transact any kind of business after said registration or occupation tax becomes delinquent, such offender shall be assessed interest according to the rate as provided by State Law and penalties under the provisions of City code.
- (d) The Finance Department may issue an execution for failure to pay taxes against the person so delinquent and against such person's property for the amount of the occupational tax required to be paid for the purpose of carrying on any of the businesses enumerated in this Article.
- (e) Notwithstanding the foregoing, occupation taxes and administrative fees for lawyers shall be due and payable on December 31 of the year in which the tax is incurred. Any lawyer failing to pay the occupation tax and administrative fees within one hundred twenty (120) days after December 31 shall be considered delinquent and shall be subject to and shall pay a ten (10) percent penalty of the amount of tax or fee due and interest as provided by state law. Such penalty shall be assessed in full on May 1 of the year following the tax year in addition to interest on delinquent occupational taxes and administrative fees. In addition, a list of all delinquent lawyers may be sent to the State Bar of Georgia. The general penalty for continuing violations of this Code shall not apply to violations of this chapter by lawyers.

*Section 7: Paying occupation tax of business with no location in Georgia*

Registration and the assessment of an occupation tax is hereby imposed on those businesses and practitioners of professions and occupations with no location or office in the State of Georgia if the business' largest dollar volume of business in Georgia is in the City of Dunwoody, Georgia, and the business or practitioner:

- (1) Has one (1) or more employees or agents who exert substantial efforts within the jurisdiction of the City of Dunwoody, Georgia, for the purpose of soliciting business or serving customers or clients; or
- (2) Owns personal or real property which generates income and which is located within the City of Dunwoody, Georgia.

*Section 8: Professional Occupation Tax*

- (a) Notwithstanding any other provision of this Article, practitioners of professions as described in O.C.G.A. § 48-13-9(c)(1) through (18) shall elect as their entire occupation tax one (1) of the following:
  - (1) The occupation tax based-on number of employees and gross receipts combined with profitability ratios as set forth in this Article; or
  - (2) \$400.00 for the year 2009 and subsequent years, but a practitioner paying according to this shall not be required to provide information relating to the gross receipts of such practitioner.
- (b) Any practitioner whose office is maintained by and who is employed in practice exclusively by instrumentalities of the United States, the State, a municipality or county of the State, shall not be required to register or pay an occupation tax for that practice.

*Section 9: Evidence of state registration required if applicable; City and State registration to be displayed*

- (a) Each person who is licensed by the Secretary of State pursuant to Title 43 of the Official Code of Georgia Annotated shall provide evidence of proper and current state licensure before the City registration may be issued.
- (b) Each person who is licensed by the State shall post the state license next to the City registration in a conspicuous place in the licensee's place of business and shall keep both the state license and the City registration there at all times while valid.
- (c) Any transient or nonresident person doing business within the City shall carry their occupational tax receipt either upon such person or in any vehicle or other conveyance which is used in such business, and such person shall exhibit it to any authorized enforcement officer of the City when so requested.

*Section 10: Change of location*

Any person moving from one (1) location to another shall notify the Finance Department of this move and shall submit the new address in writing on a form provided by the Finance

Department prior to the day of the moving. A new receipt for the occupational tax will be issued for the new location if the new location conforms to the zoning regulations of the City.

#### *Section 11: Transferability*

Occupational receipts shall not be transferable and a transfer of ownership shall be considered in the same light as the termination of the business and the establishment of a new business. Filing a new registration application and payment of applicable fees and taxes shall be required of the new owner of the business.

#### *Section 12: Evidence of qualification required if applicable*

Any business required to obtain health permits, bonds, certificates of qualification, certificates of competency or any other regulatory matter shall first, before the issuance of City registration, show evidence of such qualification.

#### *Section 13: Inspections of books and records; audits; confidential information*

- (a) The Finance Department through its officers, agents, employees or representatives shall have the right to inspect the books or records of any business for which returns are based upon based-on the number of employees and gross receipts. Upon demand of the Finance Department, such books or records shall be submitted for inspection by a representative or agent of the City within thirty (30) days. Independent auditors or bookkeepers employed by the City shall be classified as agents for the purposes of this Article. Failure of submission of such books and records within thirty (30) days shall be grounds for revocation of the occupation tax registration currently existing in the City. If it is determined that a deficiency exists as a result of under reporting, additional payment of occupation taxes required to be paid under this Article shall be assessed the interest as provided by State Law and penalties provided for by City code.
- (b) Except as provided in paragraph (c) of this section, information provided by a business or practitioner of an occupation or profession for the purpose of determining the amount of occupation tax for the business or practitioner is confidential and exempt from disclosure under Article 4 of Chapter 18 of Title 50 of the O.C.G.A.
- (c) Information provided to the City by a business or practitioner of an occupation or profession for the purpose of determining the amount of occupation tax for the business or practitioner may be disclosed to the governing authority of another local government for occupation tax purposes or pursuant to court order or for the purpose of collection of occupation tax or prosecution for failure or refusal to pay occupation tax.
- (d) Nothing herein shall be construed to prohibit the publication by the City of statistics, so classified as to prevent the identification of particular reports or returns and items thereof.

#### *Section 14: Business classifications for determining tax levy*

- (a) For the purpose of this Article, every person engaged in business requiring the payment of occupational taxes is classified in accordance to the major line of business as defined in the Standard Industrial Classification Manual, Office of Management and Budget; and profitability classes are assigned in accordance with Statistics of Income, Business Income Tax Returns, United States Treasury Department, Internal Revenue Service. The Finance Department shall review assignment of businesses to profitability classes on a biannual basis and shall administratively reassign businesses as necessary to the then most accurate profitability class.
- (b) Classifications by business profitability to be established by the City Council are incorporated herein by reference and adopted for use in the application of this Article. All separate businesses engaged in more than one (1) business activity shall be classified on the basis of their dominant business activity at each location where business is done; except, that a person whose dominant business activity is legally exempt as defined by this Article shall be classified according to such person's principal subsidiary business, if any, which is subject to the levy and assessment of occupation taxes.
- (c) The occupation tax shall be determined by applying the business' gross receipts and number of employees returned to the City to the business' profitability classification established for each business type. The gross receipts tax shall include a flat rate of \$50.00 for the first \$20,000.00 of gross revenue, and a fee per employee. Gross revenues above \$20,000.00 are taxed using a fee class table based on profitability.
- (d) A copy of business classifications shall be maintained in the office of the City Clerk and shall be available for inspection by all interested persons.

#### *Section 15: Casual and isolated transactions*

Nothing in this Article shall be interpreted to require any person who may engage in casual or isolated activity and commercial transactions to register the business and pay occupational tax therefor, where the activity or commercial transactions:

- 1) involve personal assets,
- 2) are not the principal occupation of the individual, and
- 3) ,gross less than \$12,000 dollars a year.

Street vendor, transient vendor or flea market vendor activities shall not be considered to be casual and isolated business transactions and shall be required to comply with the provisions of this Article.

#### *Section 16: Exemption for disabled veterans, disabled indigent persons, certain organizations*

- (a) Persons who qualify for a state veteran's or disabled indigent person's license shall be eligible for exemption from the City occupational tax fee. Any such person claiming an exemption shall secure evidence of qualification for the exemption from the proper authority and present it to the Finance Department.

- (b) Organizations which are exempt from federal income taxation under the United States Internal Revenue Code shall be eligible for exemption from the City occupational tax. Any such organization claiming an exemption shall provide to the Finance Department a federal tax exemption letter showing the code section under which an exemption is claimed. However, with respect to any activity for which an organization otherwise entitled to an exemption under this section shall be liable for federal income tax on unrelated business income or shall be deemed to be a feeder organization under the United States Internal Revenue Code, the exemption from payment of occupational taxes shall not be available.
- (c) Notwithstanding the exemption from payment of City occupation taxes, an exempt person or business under this Section shall comply with the same laws and regulations as are required of other registered businesses.

*Section 17: Special classification*

- (a) Registration and occupational tax payment is required from any satellite subscription television system. Satellite subscription television system means services provided to subscribers for sale where the provider of the services utilizes a master antenna type system or earth dish system designed to receive and distribute satellite television signals; particularly, a system to provide service to one (1) or more multiple unit dwellings under common ownership wherein any wiring necessary to operate the system does not cross adjacent non owned property lines and does not cross City right-of-way. The provisions of this paragraph shall not apply to any person that is franchised by the City Council to own and operate a cable system.
- (b) Registration and occupational tax payment is required from any broadcast subscription television system. Broadcast subscription television system means services provided to subscribers for sale where the provider of the services transmits premium programming from one (1) or multiple sources by transmitting or retransmitting programs to the public.

*Section 18: Denial, revocation or suspension; Appeals*

- (a) An occupation tax certificate may be denied, suspended or revoked upon one or more of the following grounds:
  - (1) The applicant or certificate holder is guilty of fraud in the operation of the business or occupation he/she practices or fraud or deceit in being licensed to practice in that area;
  - (2) The applicant or certificate holder is engaged in the business or occupation under a false or assumed name, or is impersonating another practitioner of a like or different name;

- (3) The applicant or certificate holder is addicted to the habitual use of intoxicating liquors, narcotics, or stimulants to such an extent he/she is unable to perform his or her duties under the business or occupation;
  - (4) The applicant or certificate holder is guilty of fraudulent, false, misleading, or deceptive advertising or practices;
  - (5) The applicant or certificate holder has been convicted of or has pled guilty or nolo contendere to any sexual offense as set out in Title 16, Chapter 6 of the Official Code of Georgia Annotated, or to any offense involving the lottery, illegal possession or sale of narcotics or alcoholic beverages or possession or receiving of stolen property, for a period of five (5) years immediately prior to the filing of the application. If after having been granted a certificate, the applicant pleads guilty, is convicted of, or enters a plea of nolo contendere to any of the above offenses, said certificate shall be subject to suspension and/or revocation;
  - (6) The original application or renewal thereof, contains materially false information, or the applicant has deliberately sought to falsify information contained therein;
  - (7) The business or establishment is not authorized to operate within the City of Dunwoody, or within the zoning district within which it is located, or is otherwise not in conformity with locational requirements of any of the City's ordinances.
  - (8) The business or establishment is a threat or nuisance to public health, safety or welfare;
  - (9) The business or establishment has been found by a court of law to have been operating unlawfully;
  - (10) Any other violation of this Article; or
  - (11) Violation of another statute, ordinance, rule, or regulation that governs the operation of the business in question
- (b) Within forty-five (45) days of the filing of a completed application, the Finance Department shall either issue an occupation tax certificate to the applicant or issue a written notice of intent to deny an occupation tax certificate for one or more reasons set forth in subsection (a)(1)-(a)(11) above.
- (c) The Tax Collector shall administer and enforce the provisions of this Article. Should an aggrieved person or entity desire to appeal a decision under this Article, the following procedure shall apply: a notice of appeal must be filed with the Director of Finance within fifteen (15) calendar days after receipt of the decision. The notice of appeal shall be in the form of a letter, and shall clearly identify all of the objections or exceptions taken to the decision of the Finance Director. The notice of appeal shall also contain an address for receipt of future notices. Should the aggrieved person or entity fail to file a notice of appeal within the time allowed, the right to appeal is lost.

- (d) Upon receipt of a timely and proper notice of appeal, the Director of Finance shall notify the appellant, in writing, of the date, time and place where a hearing will be held. The notice shall specify the time, place and date, not less than ten (10) days nor more than thirty (30) days after the date the notice is issued, on which the Mayor and City Council, or such hearing officer or board as the Mayor and Council may designate, shall conduct a hearing on Tax Collector's written notice of intent to deny, suspend, or revoke the occupation tax certificate. At the hearing, the respondent shall have the opportunity to present all of respondent's arguments and to be represented by counsel, present evidence and witnesses on his or her behalf, and cross-examine any adverse witnesses. The Tax Collector shall also be represented by counsel, and shall bear the burden of proving by a preponderance of the evidence the grounds for denying, suspending, or revoking the occupation tax certificate.
- (e) The hearing shall take no longer than two (2) days, unless continued or extended at the request of the respondent to meet the requirements of due process and proper administration of justice. The Mayor and City Council, or such hearing officer or board as the Mayor and Council may designate, shall issue a written decision, including specific reasons for the decision pursuant to this Article, to the respondent within five (5) days after the hearing. If the decision is to deny, suspend, or revoke an occupation tax certificate, the decision shall become final unless the applicant or certificate holder files an appeal by petition for writ of certiorari to the Superior Court of DeKalb County within thirty (30) days of the date of the decision. If the decision concludes that no grounds exist for denial, suspension, or revocation of the occupation tax certificate, the City Tax Collector shall, within three (3) business days of the issuance of the decision, issue the occupation tax certificate to the applicant.

#### *Section 19: Proration of Fee*

No license fee shall be prorated.

#### *Section 20: Promulgation of rules and regulations*

The Finance Department shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this Article or other laws of the City and the State, or the constitution of this State or the constitution of the United States, for the administration and enforcement of the provisions of this Article and the collection of the occupational tax.

#### *Section 21: Intent of Article*

It is the intent of the Article to impose the taxes set forth in this Article upon all businesses and practitioners operating in the City of Dunwoody consistent with the requirements of the Constitution and laws of the State of Georgia. In the event that the fees imposed hereby shall not be authorized on any business and practitioner or taxes and fees shall be in excess of the

maximum amount authorized by law, such taxes and fees shall be imposed only to the extent authorized by law.

#### *Section 22: Severability*

The invalidity of any part of this Article shall not affect the validity of the remaining portions hereof. In the event that this Article may not be enforced against any class of business mentioned herein, such inability to enforce the same shall not affect its validity against other businesses specified herein.

#### *Section 23: Amendment of Article*

This Article may be amended so as to increase the occupation tax on any business or practitioner only after the conduct of at least one public hearing pertaining thereto.

#### *Section 24: Effective Date*

- (a) This Article shall become effective upon adoption.
- (b) Annual registration and payment shall be conducted in accordance with the terms of this Article.

#### *Section 25: Repealer, Exceptions*

All ordinances providing for occupation taxes and administrative fees in conflict with this Article are hereby repealed, provided, however, that nothing herein shall affect any ordinance providing for regulation of taxicabs or shall affect any resolution providing for the regulation of the sale of any alcoholic beverages and taxes imposed thereon, or any mixed drink tax or any hotel-motel tax, such taxes being due and payable in addition to the taxes and fees imposed hereby.

### **Article 2: Pawn Shops, Pawn Brokers**

#### *Section 1: Applicability of article provisions.*

- (a) Except as provided in subsection (b), every person, whether a licensed junk dealer or pawnbroker, or any other secondhand dealer, who, exclusively or as incidental to or in connection with other business, purchases, sells or acquires in trade used or secondhand jewelry, flat silver, gold, and silver objects of every kind and description, including watches and clocks, any of which is made in whole or in part of gold, silver, platinum, or other precious metals; coins; diamonds, emeralds, rubies, or other precious stones; pistols or guns; musical instruments, bicycles or accessories shall, for the purpose of this Article, be a secondhand dealer. Any person who shall purchase any Article of the kinds herein described from any person other than a bona fide dealer in those Articles shall, for the purpose of making the reports required herein, also be a secondhand dealer and subject to all the provisions of this Article relating to those records and reports.



- (b) Notwithstanding subsection (a), a secondhand dealer shall not include persons who:
  - (1) exclusively operate on a consignment basis; or
  - (2) ninety percent (90%) of gross receipts does not consist of the sale of jewelry, flat silver, gold, or silver objects of every kind and description, including watches and clocks, any of which is made in whole or in part of gold, silver, platinum, or other precious metals; coins; diamonds, emeralds, rubies, or other precious stones; pistols or guns; musical instruments, bicycles or accessories.

*Section 2: Recordkeeping.*

- (a) *Contents of record book.* All secondhand dealers shall keep a book wherein shall be entered an accurate description of all property of the kinds specified in Section 1 of this Article which they acquire by purchase of trade, and the name, address, estimated age, weight, and height of the person from whom purchased or acquired and the date and hour of the purchase. These entries shall be made as soon as possible after the transaction is had, but in no case more than one (1) hour thereafter.
- (b) *Inspection.* This record shall at all times be subject to inspection and examination by the Police Department.

*Section 3: Entries in Record Book to be Numbered Serially; Property to be Tagged with Corresponding Number.*

Every entry required to be made in the secondhand dealer's book required by Section 2 of this Article shall be numbered serially, and the property described in the entry shall have attached to it a tag bearing the same serial number.

*Section 4: Acquiring Articles With Serial Number Mutilated or Altered.*

It shall be unlawful for any secondhand dealer to purchase or acquire in trade any watch, clock, pistol, gun, automobile tire, or battery, or any other Article commonly branded with a serial number, upon which the number has been mutilated or altered.

*Section 5: Daily Reports to Police; Form and Contents.*

Every secondhand dealer identified in Section 1 of this Article shall make a daily report in writing to the Chief of Police in such form as may be prescribed by him, of all property purchased or acquired by him during the twenty-four (24) hours ending at 12:00 midnight on the date of the report.

*Section 6: Examination and Inspection of Articles by Police; Segregation of Suspicious Articles.*

All property purchased or acquired by a secondhand dealer shall at all times be subject to examination and inspection by the Police Department. If, upon the inspection, a police officer

shall have reasonable cause to believe that any of the property is stolen, he shall segregate it. It shall thereafter be unlawful for the person in possession of the property to dispose of it, or in any manner mutilate, melt, or disfigure it, until fifteen (15) days have elapsed from the date of the inspection.

*Section 7: Property Not to be Disposed of for Fifteen (15) Days After Acquisition.*

All property purchased or acquired by a secondhand dealer shall be held for not less than fifteen (15) days.

*Section 8: Dealing with Minors.*

It shall be unlawful for any secondhand dealer, or any person excluded from being a considered a secondhand dealer by Section 1(b), to buy or receive any property of the kinds described in Section 1 of this Article from any person under the age of eighteen (18) years..

**Article 3: Door to Door Salesmen**

*Section 1: Definitions.*

For the purpose of this Chapter, the following words as used herein shall be considered to have the meaning herein ascribed thereto:

- (a) “*Soliciting*” shall mean and include any one or more of the following activities:
  - (i) Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services, of any kind, character or description whatever, for any kind of consideration whatever; or
  - (ii) Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or publication; or
  - (iii) Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication.
- (b) “*Residence*” shall mean and include every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.
- (c) “*Licensed solicitor*” shall mean and include any person who has obtained a valid permit as hereinafter provided, which permit is in the possession of the solicitor on his or her person while engaged in soliciting.

*Section 2: Permit Required.*

- (a) It shall be unlawful for any person, firm or corporation to engage in the business of soliciting, calling on residences door-to-door without first having obtained a permit in accordance with the provisions contained in this Chapter.
- (b) The requirement of Subsection (a) above is meant to apply to door-to-door solicitations for commercial transactions for profit only.
  - (i) It is not meant to regulate solicitation for charitable, political, or other nonprofit purposes provided that all sales proceeds are the property of and used by the nonprofit organization.
  - (ii) It does not apply to officers or employees of the city, county, state, or federal governments, or any subdivision thereof, when on official business.
- (c) Each person shall at all times while soliciting in the City of Dunwoody carry upon his or her person the permit so issued and the same shall be exhibited by such solicitor whenever he is requested to do so by any police officer or by any person solicited.
- (d) Each permit issued shall contain the name of the solicitor, the name and address of the person, firm or corporation or association whom the solicitor is employed by or represents, a photograph of the solicitor, and physical description. Such photograph shall be provided by the solicitor and shall be at least two (2) inches by two (2) inches in size.
- (e) The permit shall state the expiration date thereof. In no event shall a permit be valid for more than six (6) months.

*Section 3: Permit Applications.*

- (a) Application for a permit shall be made upon a form provided by the City. The City shall have applications available on request. The applicant shall truthfully state in full the information requested on the application, to wit:
  - (i) Name and address of present place of residence and length of residence at such address; also business address if other than present address;
  - (ii) Address of place of residence during the past three (3) years if other than present address;
  - (iii) Age of applicant;
  - (iv) Physical description of the applicant;
  - (v) Name and address of the person, firm, or corporation or association whom the applicant is employed by or represents; and the length of time of such employment or representation;

- (vi) Name and address of employer during the past three (3) years if other than the present employer;
  - (vii) Description sufficient for identification of the subject matter of the soliciting in which the applicant will engage;
  - (viii) Period of time for which the certificate is applied;
  - (ix) Proposed route, including streets to be included on each day, which applicant intends to follow;
  - (x) The date, or approximate date, of the latest previous application for permit under this Chapter, if any;
  - (xi) Whether the applicant has ever been convicted of a felony, a crime of moral turpitude, or any other violation of any state or federal law;
  - (xii) Names of magazines, books, or journals to be sold;
  - (xiii) Names of the three (3) most recent communities where the applicant has solicited house to house;
  - (xiv) Proposed method of operation;
  - (xv) Description and license plate number of vehicle(s) intended to be operated by applicant;
  - (xvi) Signature of applicant; and
  - (xvii) Social security number of applicant.
- (b) All statements made by the applicant upon the application or in connection therewith shall be under oath.
  - (c) The applicant shall submit to fingerprinting and background investigation by the City Public Safety Department in connection with the application for the permit.
  - (d) The City Manager shall cause to be kept in his/her office or designee office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all permits issued under the provisions of this Chapter, and of the denial of applications. Applications for permits shall be numbered in consecutive order as filed, and every permit issued shall be identified with the duplicate number of the application upon which it was issued.
  - (e) No permit shall be issued to any person who has been convicted of a felony or crime of moral turpitude within five (5) years of the date of the application; nor to any person who

has been convicted of a violation of any of the provisions of this Chapter; nor to any person whose permit issued hereunder has previously been revoked as herein provided.

- (f) The fee for a permit shall be valid for a six (6) month period.

#### *Section 4: Permit Revocation*

- (a) Any permit issued hereunder shall be revoked by the City Manager if the holder of the permit is convicted of a violation of any of the provisions of this Chapter or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a permit under the terms of this Chapter.
- (b) Immediately upon such revocation, written notice thereof shall be given to the holder of the permit in person or by certified United States mail addressed to his or her residence address set forth in the application.
- (c) Immediately upon the giving of such notice the permit shall become null and void and must be turned in to the City Manager's office.

#### *Section 5: Routes.*

To the extent practical, each solicitor shall identify the streets and routes which he will follow on each day he is engaged in the business of soliciting. If changes in routes are made, then such changes must be immediately reported to the City Manager's office.

#### *Section 6: Prohibitions*

- (a) Any licensed solicitor who shall be guilty of any fraud, cheating, or misrepresentation, whether himself or through an employee, while acting as a solicitor in the City, shall be deemed guilty of a violation of this Chapter.
- (b) It is hereby declared to be unlawful and shall constitute a nuisance for any person to go upon any premises and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in soliciting as herein defined if the occupant of said residence has made it clear, by written sign or otherwise, that solicitors are not invited.
- (c) Any solicitor who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.
- (d) Times Allowed.
  - (i) It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether licensed under this Chapter or not, to go upon any premises and ring the

doorbell upon or near any door of a residence located thereon, or rap or knock upon any door or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in soliciting as herein defined, prior to 10:00 a.m. or after 6:30 p.m., Eastern Standard Time, or before 10:00 a.m. or after 7:00 p.m. Eastern Daylight Saving Time, Monday through Saturday, or at any time on Sunday, or on a state or national holiday.

- (ii) Solicitations for political purposes shall not occur prior to 10:00 a.m. or after 7:00 p.m., Eastern Standard Time, or before 10:00 a.m. or after 7:00 p.m. Eastern Daylight Saving Time.

#### *Section 7: Penalties.*

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be subject to a fine not to exceed the maximum fine allowed by state law for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

### **Article 4: Panhandling**

#### *Section 1: Definitions*

As used in this Article:

- (a) “*Solicit*” shall mean to request an immediate donation of money or other thing of value from another person, regardless of the solicitor’s purpose or intended use of the money or other thing of value, including employment, business or contributions or to request the sale of goods or services. The solicitation may be, without limitation, by the spoken, written, or printed word, or by other means of communication.
- (b) “*Public area*” shall mean an area to which the public or a substantial group of persons has access, including but not limited to alleys, bridges, buildings, driveways, parking lots, parks, play grounds, plazas, sidewalks, and streets that are open to the general public.
- (c) “*Aggressive Panhandling*” shall mean and include:
  - (i) Intentionally or recklessly making any physical contact with or touching another person or his vehicle in the course of the solicitation without the person’s consent;
  - (ii) Following the person being solicited, if that conduct is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person’s possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;

- (iii) Continuing to solicit within five (5) feet of the person being solicited after the person has made a negative response, if continuing the solicitation is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- (iv) Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation. Acts authorized as an exercise of one's constitutional right to picket or legally protest, and acts authorized by a permit issued pursuant to Article 4, Section 3 of this Chapter shall not constitute obstruction of pedestrian or vehicular traffic;
- (v) Intentionally or recklessly using obscene or abusive language or gestures intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession, or words intended to, or reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- (vi) Approaching the person being solicited in a manner that is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.

## *Section 2: Prohibitions.*

- (a) It shall be unlawful for any person, firm, organization, or corporation to aggressively panhandle or solicit funds for the sole benefit of the solicitor within any public area in the City of Dunwoody, or:
  - (i) In any public transportation vehicle, or public transportation station or stop;
  - (ii) Within fifteen (15) feet of any entrance or exit of any bank or check cashing business or within fifteen (15) feet of any automated teller machine during the hours of operation of such bank, automated teller machine or check cashing business without the consent of the owner or other person legally in possession of such facilities. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility;
  - (iii) On private property if the owner, tenant, or lawful occupant has asked the person not to solicit on the property, or has posted a sign clearly indicating that solicitations are not welcome on the property; or

- (iv) From any operator of a motor vehicle that is in traffic on a public street, whether in exchange for cleaning the vehicle's windows, or for blocking, occupying, or reserving a public parking space; provided, however, that this paragraph shall not apply to services rendered in connection with emergency repairs requested by the operator or passengers of such vehicle.
- (b) Unauthorized solicitation shall constitute an ordinance violation.
- (c) Aggressive panhandling shall constitute an aggravated ordinance violation.

### *Section 3: Applicability*

This Chapter regulates the time, place and manner of solicitations and shall not apply to any persons exercising their clearly established constitutional right to picket, protest or engage in other constitutionally protected activity.

## **Article 5: Taxicabs**

### *Section 1: Operation of taxicab to be in compliance with Article.*

No person, firm, or corporation shall operate a taxicab in the City except in accordance with the terms and provisions of this Article.

### *Section 2: Definitions.*

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- (a) “*Operator*” means any person, firm, or corporation in the business of transporting passengers in taxicabs.
- (b) “*Taxicab*” means any passenger-carrying vehicle used in the business of transporting passengers for hire which does not have fixed termini, including but not limited to, any unmarked automobiles used in the business of transporting passengers for hire by contract or requested special services that do not have fixed termini.
- (c) “*Taximeter*” means a device that automatically calculates, at a predetermined rate, and indicates the charge for hire of a vehicle. Taxicabs operating with non-electronic taximeters shall be furnished with a sign, approved by the City of Dunwoody Code Enforcement, immediately adjacent to the taximeter which explains the way the fare shall be calculated if the taximeter reaches its highest fare before the passenger's destination is reached. This sign shall be pointed out to the passenger by the driver at the beginning of the trip.
- (d) “*Line Jumping*” Taxicabs shall be placed on stands only from the rear and shall be moved forward and to the front of the stand immediately as space becomes available by



the departure or movement of preceding taxicabs. Violation of this rule constitutes line jumping and shall be grounds for suspension of a taxi driver's permit.

*Section 3: Operations deemed to be doing business in the City.*

A taxicab shall be deemed to be doing business in the City when its original terminus, that is to say, the place from which it operated and is subject to calls, shall be located in the City.

*Section 4: License fees for annual operation and driver's permit.*

License fees are hereby levied per annum for each taxicab maintained or operated, and per annum for each driver's permit. The license fees are established from time to time by Resolution of the Mayor and City Council. The business occupation tax shall be in accordance with the current business occupation tax ordinance. The following criteria must be met to maintain a taxicab license:

1. Establishment and maintenance of an office in a commercially zoned area of the corporate boundaries of the City of Dunwoody.
2. Submission of a copy of current lease or proof of ownership of office space.
3. Establishment and maintenance of a publicly listed telephone number.
4. Maintain the name and home address of each driver affiliated with the company.
5. Maintain off-street parking lot capable of accommodating all company vehicles.
6. Maintain a file for each vehicle containing proof of current instruments.
7. Possess a valid six (6) month auto insurance policy.

*Section 5: Permits for operation.*

- (a) *Required.* No person, firm, or corporation shall operate a taxicab or conduct the business of operating taxicabs in the City of Dunwoody until the person, firm, or corporation has first applied for and obtained an occupation tax certificate and a taxicab license. The applications for the occupation tax certificate and license shall be made to the City of Dunwoody upon forms provided for that purpose. The license for vehicles shall be issued by the City of Dunwoody. Permits for drivers will be issued by the City of Dunwoody Police Department, or its designee.

No person shall operate a taxicab in the corporate boundaries of the City of Dunwoody until the person has first applied for and obtained a driver's permit. Permits for drivers will be issued by the City of Dunwoody Police Department, or its designee.

- (b) *Description of business.* The application shall contain, among other things, a detailed description of the equipment to be used in the business and the name of the operators

thereof, the point of original terminus of the business, and the address and telephone number of the office or call station from which the business is operated.

- (c) *Indemnity insurance.* No taxicab license to operate taxicabs shall be issued or continued in operation unless the holder thereof shall file with the business tax division a policy of indemnity insurance in some indemnity insurance company authorized to do business in this state, which policy shall have limits equal to or in excess of the following sums for each taxicab operated:
  - (i) For bodily injury to each person, fifty thousand dollars (\$50,000.00);
  - (ii) For bodily injury to all persons sustained in any one accident, fifty thousand dollars (\$50,000.00); and
  - (iii) For property damage and liability for baggage of passengers, twenty-five thousand dollars (\$25,000.00).

The policy shall be conditioned to protect the public against injury or damage proximately caused by the negligence of the holder of such permit. Additional drivers or new drivers hired after issuance of the occupation tax certificate shall be covered by a rider to the policy prior to the issuance of a driver's permit.

- (d) *Ages of Vehicles.* The operator is responsible for ensuring that each taxicab used in active business is no more than six (6) years old. By December of each year, automobiles of a model year seven (7) years prior to that year must be replaced.
- (e) *Annual renewal.* All fees for taxicab licenses and taxi drivers' permits are due no later than June 30 of each year.

#### *Section 6: Certificate of inspection.*

- (a) A certificate of inspection completed on forms provided by the City of Dunwoody and issued by an ASE Certified mechanic shall be located inside the taxicab at all times certifying that the taxicab and equipment therein are safe and in compliance with applicable law. This certificate must be renewed every ninety (90) days, and the operator of any taxicab business shall be required to keep his/her taxicab and equipment therein in safe condition conforming to all laws under penalty of having his/her permit to conduct a taxicab business suspended or revoked.
- (b) Each taxicab must produce proof of taximeter inspection and calibration for issuance and renewal of taxi decal.
- (c) The City of Dunwoody Police Department, or its designee, may conduct random inspections to ensure the safety and welfare of the public.

#### *Section 7: Additional Equipment.*

The operator of a taxi business shall register with the City of Dunwoody each additional piece of equipment put in use, and same shall be subject to inspection and registration as herein provided.

*Section 8: Drivers; Qualifications.*

It shall be the duty of all operators to file with the City of Dunwoody the names and addresses, age and physical description of the persons employed as drivers. All drivers shall hold licenses from the State Department of Public Safety as drivers of vehicles for hire, and drivers' permits issued by the City Police Department. No person shall be employed or shall drive a taxicab who has, within the past five (5) years, been convicted of or has pled guilty or nolo contendere to any sexual offense as set out in Title 16, Chapter 6 of the Official Code of Georgia Annotated, or to the offense of driving under the influence of drugs and/or alcohol, or to any open container violations, or to any offense involving the lottery, illegal possession or sale of narcotics or alcoholic beverages or possession or receiving of stolen property, violence, or the violation of a spirituous, vinous, or malt beverage statute or if the driver has been convicted of an offense of causing death by vehicle. No driver can be issued a taxi driver's permit if the driver has received three (3) or more moving violations in the preceding twelve (12) month period.

*Section 9: Taxi Stands; Parking.*

Operators and drivers of taxicabs shall not park taxicabs in any congested area as defined by the regulations of the City Council at any place other than the place or places designated as "taxi stand". The parking of taxicabs shall be subject at all times to the direction of police officers should such direction be necessary or desirable for the relief of an emergency traffic condition.

*Section 10: Information to be displayed.*

(a) Information to be displayed inside the taxicab at all times:

The operator is responsible for ensuring that each taxicab used in active business shall have posted in a conspicuous place, on the inside thereof, a map or street guide of the City of Dunwoody, the name and photograph of the driver of the taxicab, and a schedule of fares. Each taxicab used in active business shall also bear on the outside thereof a numbered decal to be furnished by the City of Dunwoody.

(b) Information to be displayed outside the taxicab at all times:

The operator is responsible for ensuring that each taxicab used in active business bears on the outside thereof a numbered decal to be furnished by the City, the name of the company and business telephone number which must be permanently affixed to the taxicab, a dome light on the roof which must be at least six (6) inches in height permanently affixed to the roof and bear the term "taxi" or the company name.

*Section 11: Operators responsible for violations by drivers.*

To the extent provided by law, operators are responsible for violations of this Article by their taxicab drivers whether such drivers are direct employees or independent contractors.

*Section 12: Notice of denial of license.*

In the event that an application is denied, the City of Dunwoody shall provide the applicant with written notice of the denial of the taxicab license. The notice of denial shall include the grounds for denial.

*Section 13: Suspension or revocation of license.*

- (a) No license issued hereunder may be transferred.
- (b) Each license granted hereunder shall be subject to suspension or revocation for violation of any rule or regulation of the City now in force or hereafter adopted.
- (c) Whenever the City Manager determines there is cause to suspend or revoke the license issued hereunder, the City Manager's Office shall give the licensee ten (10) day written notice of intention to suspend or revoke the license. A hearing will be scheduled wherein the licensee may present a defense to the suspension or revocation before the City Council or such board as the City Council may designate. The ten (10) day written notice shall include the time, place, and purpose of such hearing, and a statement of the charges upon which such hearing will be held. After the hearing, the Council or designated Board may suspend or revoke the license issued hereunder if any of the grounds set forth below exist. A license issued under this Article may be suspended or revoked by the City Council or their designee and a driver's permit may be suspended or revoked by the City of Dunwoody Police Department upon one or more of the following grounds:
  - (i) The original application contains materially false information, or the applicant has deliberately sought to falsify information contained therein;
  - (ii) For failure to pay all fees, taxes or other charges imposed by the provisions of this Article;
  - (iii) For failure to maintain all of the general qualifications applicable to the initial issuance of a license or permit under this Article;
  - (iv) Having four or more moving traffic violations in any twelve (12) month period;
  - (v) Refusing to accept a client solely on the basis of race, color, national origin, religious belief, or sex. Operators and drivers shall not refuse to accept a client unless the client is obviously intoxicated or dangerous;
  - (vi) Allowing the required insurance coverage to lapse or allowing a driver to operate in the City in violation of the provisions of this Article;

- (vii) The establishment or driver is a threat or nuisance to public health, safety or welfare;
  - (viii) Not taking the most direct route; or
  - (ix) For violation of any part of this Article.
- (d) After the City Manager makes a recommendation to the Mayor and City Council to suspend or revoke a license issued hereunder, the Mayor and City Council, or such board as the Mayor and City Council may designate, will conduct a hearing to hear evidence relevant to the alleged violation.
- (i) At the hearing, the City Manager or his designate proceeds first and shall have ten (10) minutes to present all evidence and argument in support of the recommendation to suspend or revoke the license issued hereunder.
  - (ii) The Mayor and the City Council members or their designates will have the right to ask questions at any time.
  - (iii) After the City Manager makes his presentation, the licensee or the licensee's legal counsel, shall have ten (10) minutes to present evidence and argument as to why the license issued hereunder should not be suspended or revoked. The Mayor and City Council members or their designate will have the right to ask questions at any time.
  - (iv) After hearing all of the evidence and arguments of the parties, the Mayor and City Council will render a decision. The suspension or revocation of a taxicab license is final unless the licensee files a petition for writ of certiorari to the Superior Court of Dekalb County within thirty (30) days of the date of the decision.

*Section 14: No proration of license fee.*

No license fees shall be prorated. Taxi driver's permit fees shall not be prorated.

*Section 15: Repealer; exceptions.*

All resolutions providing for taxicab license fees and drivers permits in conflict with this Article are hereby repealed, provided, however, that nothing herein shall affect any resolution providing for occupation or business taxes.

*Section 16: Intent of Article; severability.*

It is the intent of this Article to regulate the operation of taxicab businesses as set forth in this Article upon all businesses operating in the corporate boundaries of the City of Dunwoody consistent with the requirements of the Constitution and laws of the State of Georgia. In the event that the regulations and/or fees imposed hereby shall not be authorized on any business and

practitioner or regulation and/or fee shall be in excess of the maximum amount authorized by law, such regulation and/or fee shall be imposed only to the extent authorized by law. The invalidity of any part of this Article shall not affect the validity of the remaining portion hereof. In the event that this Article may not be enforced against any class of business mentioned herein, such inability to enforce the same shall not affect its validity against the other business specified herein.

*Section 17: Effective date.*

This Article shall become effective immediately upon its adoption by Mayor and City Council. Annual registration and payment shall be conducted in accordance with the terms of this Article.

## **Article 6: Professional Bondsmen**

*Section 1: Definition – Professional Bondsman.*

Professional Bondsman means all persons who hold themselves out as signers or sureties of bail bonds for compensation, and who are licensed as provided in this Article.

*Section 2: Compliance.*

All professional bondsmen licensed through the City of Dunwoody must comply with the requirements of O.C.G.A. §17-6-50 and all related and pertinent sections of the Official Code of Georgia Annotated at all times when acting as bonding agents in the City of Dunwoody.

*Section 3: Surety Requirement.*

Prior to the issuance of a license, professional bondsmen shall post a surety or property bond with the City Clerk in an amount of at least \$50,000.00, and such bond shall be kept current at all times; or the professional bondsman may sign an agreement with the City providing for an escrow account in a financial institution designated as a city depository. Any such escrow account shall be not less than \$5000.00, and shall be 10% of that company's capacity for posting bonds. Upon acceptance of either the surety bond or the escrow account and payment of the administrative fee set forth from time to time by the City Council, the City shall issue a business license to the bonding company.

*Section 4: Nonappearance of principal.*

In the event of the nonappearance of the principal in the Municipal Court on the appointed date and time, the judge shall at the end of the court day, forfeit the bond and order an execution hearing. Procedures for forfeiture of bonds and judgment absolute set forth in O.C.G.A. §§17-6-70 through 17-6-72 shall be followed. In addition to the penalties set forth in State law, if the judgment absolute is entered, and payment is not made promptly to the City, the license of the bail bondsman shall be suspended until such time as the judgment absolute is satisfied, or the defendant is returned to the custody of the court.

*Section 5: Cancellation of Bond.*

When the condition of the bond is satisfied or the forfeiture of the bond has been discharged or remitted, the judge shall make an order canceling the bond. Conviction or acquittal of the defendant shall satisfy the terms of the bond written by a bail bondsman.

*Section 6: Suspension of bail bond license.*

The City may deny, suspend, revoke or refuse to renew any bail bondsman's business license for any of the following causes:

- (i) For any violation of State statutes or City code.
- (ii) Material misstatement, misrepresentation or fraud in obtaining the license.
- (iii) Misappropriation, conversion or unlawful withholding of money belonging to others and received in the conduct of business under this license.
- (iv) Fraudulent or dishonest practices in the conduct of business under this license.
- (v) Failure to comply with the provisions of this Article.
- (vi) Failure to return collateral security to the principal who is entitled thereto.
- (vii) Failure to meet the obligations or standards set forth by the State of Georgia or the City of Dunwoody.

*Section 7: Return of license.*

Any professional bondsman who discontinues writing bail bonds during the period for which he/she is licensed shall notify the City Clerk and immediately return his/her license certificate.

*Section 8: Monthly reporting.*

All bondsmen licensed to do business in the City of Dunwoody shall provide the City Clerk with a list of all outstanding bonds posted with the City on a monthly basis.

*Section 9: Effective Date.*

This ordinance shall become effective upon signing.

**Article 7: Escort Services**

*Section 1: Intent of Article*

It is the intent of this Article to regulate the operation of escort and/or dating services operating for profit in the City consistent with the requirements of the Constitution and laws of the State of Georgia.

*Section 2: Compliance*

No person shall conduct the business for profit of an escort and/or dating service in the City without first meeting the requirements of this Article.

*Section 3: Copy of Article*

Upon request, the City Manager or designee shall provide each applicant hereunder with a copy of this Article.

*Section 4: Information Concerning Employees to be filed with the City Manager; Background Investigation Required*

- (a) All licensees under this Article must file with the City Manager or designee their home address, home telephone number, and place of employment. Changes thereto shall be filed with the City Manager or designee within ten (10) days from the date the change becomes effective.
- (b) All employees of the licensee must submit to a background investigation not less than fifteen (15) days prior to commencing work to allow for the investigation of the employee. The City Manager or designee shall provide the release form used to conduct the background investigation. After the release has been signed, the City Police Department shall investigate the police record of the employee.

*Section 5: Records of Clients*

- (a) It shall be the duty of the licensee to maintain correct and accurate records of the name and address of the persons receiving escort and/or dating services and to provide the name of the employee providing such service. Records shall be kept for a minimum of three years. These records shall be subject to inspection at any time by the City Manager or designee and the City Police Department.
- (b) Failure to maintain records as required in this Section is a violation of this Article.

*Section 6: License Required; Application; Information to be given*

- (a) Any person desiring to engage in the business, trade or profession of providing and/or arranging dates, escorts, or partners for persons shall, before engaging in such business, trade or profession, file an application with the City Manager or designee and obtain a license. This application shall be typewritten or legibly handwritten and shall contain the following as appendices:
  - (1) Name, home and business address of the applicant, date of birth, and sex.
  - (2) The applicant and employees must submit to a background investigation. The City Manager or designee shall provide the release form used to conduct the background investigation. After the release form has been signed and witnessed, the City Police Department shall investigate the police record of the employee. The release form must be signed at least fifteen (15) days prior to the issuance of a license to allow for the investigation of the applicant, and for the employee, at least fifteen (15) days prior to the commencement of work to allow for the investigation of the employee.
  - (3) The applicant must furnish a list of at least three character witnesses by name, address, and telephone number.



- (4) Applicants shall furnish the name and address of any person having previously employed the applicant (in whatever position) for the last two years, if applicable.
  - (5) Applicants shall provide two recent identical photographs to the City Manager or designee. The photographs must have been taken within the past six (6) months and be a good likeness of the applicant. The photographs must be clear with a full front view of the applicant's face. Photographs may be in color or black and white and the size must be two inches by two inches (2" x 2"). The photograph must be taken without head covering unless a signed statement is submitted indicating that the head covering is worn daily for religious or medical reasons. Dark glasses may not be worn in the photographs unless a doctor's statement is submitted supporting the wearing of dark glasses for medical reasons. The City Manager or designee shall permanently affix one photograph to the permit.
- (b) The City Police department shall be notified within ten (10) days of any change of ownership and/or partners or employees.
  - (c) A corporation, partnership, or other business entity being established for the purpose of engaging in the business, trade or profession of providing and/or arranging dates, escorts, or partners for persons, must also obtain a license.

#### *Section 7: Qualifications of Applicant*

No occupation tax certificate or license shall be granted pursuant to this Article to any person less than 18 years of age or any person who has been convicted, pled guilty or entered a plea of nolo contendere under any Federal, State or local law of any crime involving moral turpitude, illegal gambling, any felony, criminal trespass, public indecency, misdemeanor involving any type of sexual related crime, any theft or violence against person or property, any crime of possession, sale, or distribution of illegal drugs, distribution of material depicting nudity or sexual conduct as defined under State law, criminal solicitation to commit any of these listed offenses, attempts to commit any of these listed offenses, for a period of ten (10) years prior to the date of application for such certificate and has been released from parole or probation.

#### *Section 8: Fees*

License fees and the background investigation fee shall be as established by the City Council. No license can be issued by the City Manager or designee until the applicant satisfies the qualifications listed in this article and pays all license fees.

#### *Section 9: Unlawful or Prohibited Activities*

No person less than 18 years of age shall be employed by an escort and/or dating service in any capacity.

#### *Section 10: Notice of Denial of License*

The City Manager or designee shall provide the applicant with written notice of the denial of the escort and/or dating service license. The notice of denial shall include the grounds for denial.

*Section 11: Suspension or Revocation of License*

- (a) No license issued hereunder may be transferred.
- (b) Each license granted hereunder shall be subject to suspension or revocation for violation of any rule or regulation of the City now in force or hereafter adopted.
- (c) Whenever the City Manager or designee determines there is cause to suspend or revoke the license issued hereunder, the City Manager or designee must give the licensee a ten (10) day written notice of intention to suspend or revoke the license. A hearing will be scheduled wherein the licensee may present a defense to the suspension or revocation before the Mayor and City Council or such board as the Mayor and City Council may designate. The ten-day written notice must include the time, place, and purpose of such hearing, and a statement of the charges upon which such hearing shall be held. After the hearing, the board may suspend or revoke the license issued hereunder for any of the grounds set forth in this subsection. A license may be suspended or revoked upon one or more of the following grounds:
  - (1) The licensee is engaged in the escort and/or dating service under a false or assumed name, or is impersonating another practitioner of a like or different name;
  - (2) The licensee is addicted to the habitual use of intoxicating liquors, narcotics, or stimulants to such an extent as to incapacitate such person to the extent that he is unable to perform his duties;
  - (3) The licensee is guilty of fraudulent, false, misleading, or deceptive advertising or practices;
  - (4) The licensee has been convicted of or has pled guilty or nolo contendere to any sexual offense as set out in O.C.G.A. §§ 16-6-1--16-6-25, or to any offense involving the lottery, illegal possession or sale of narcotics or alcoholic beverages or possession or receiving of stolen property, for a period of five (5) years immediately prior to the filing of the application. If, after having been granted a license, the licensee is found not to be of good moral character, or pleads guilty or enters a plea of nolo contendere to any of the above offenses, said license shall be subject to suspension and/or revocation;
  - (5) The application contains materially false information, or the applicant has deliberately sought to falsify information contained therein;
  - (6) The licensee fails to pay all fees, taxes or other charges imposed by the provisions of this Article;

- (7) The licensee fails to maintain all of the general qualifications applicable to initial issuance of a license under this Article;
  - (8) The establishment is a threat or nuisance to public health, safety or welfare; or
  - (9) Any other violation of this Article.
- (d) After the City Manager or designee makes a recommendation to the City Council to suspend or revoke a license issued hereunder, the City Council, or such board as it may designate, will conduct a hearing to hear evidence relevant to the alleged violation.
- (1) At the hearing, the City Manager or his designee proceeds first and presents all evidence and argument in support of the recommendation to suspend or revoke the license issued hereunder.
  - (2) After the City Manager or his/her designee makes his presentation, the licensee or the licensee's legal counsel, will present evidence and argument as to why the license issued hereunder should not be suspended or revoked. The City Council or its designee will have the right to ask questions at any time.
  - (3) After hearing all of the evidence and arguments of the parties, the City Council will render a decision. The suspension or revocation of an escort or dating service license is final.

#### *Section 12: Proration of License Fee*

No license fees established in this Article shall be prorated.



## CITY OF DUNWOODY, GEORGIA

TITLE: City Clerk

DEPARTMENT: Administrative Services

### JOB SUMMARY:

Serves as clerk to the Mayor and Council. City Clerk duties include preparing for and managing the functions of all Council meetings; recording actions in public meetings in accordance with State Law and parliamentary procedures; posting meeting notices and maintaining public records. Additional duties include supervising and conducting annual election, and serving as custodian of official City records and public documents. Duties are performed independently under the general supervision of the Mayor and City Council.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares council agenda and coordinates the assembly of council packets for all council meetings.
- Attends regular and special meetings of Mayor and Council.
- Prepares and posts notices of public meetings and hearings and notifies the news media of scheduled meetings.
- Maintains ordinances and resolutions for City Council action.
- Serves as chief elections officer for the City; duties involve maintaining the City's election records as required by State law; approving the City's final voter's list; accepting candidates' applications for Mayor and Council offices; preparing for and supervising annual elections.
- Receives and responds to requests for information from the Mayor and Council, Dunwoody citizens and the general public.
- Controls, inventories and monitors all public records and archives of the City.
- Implements and oversees the City's records management system.

### ASSOCIATED DUTIES:

Attend seminars and workshops related to City Clerks' duties and responsibilities.

### QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



#### MINIMUM QUALIFICATIONS:

##### Education and/or Experience:

- a) Bachelor's degree or Associates Degree in business, public administration, or related field from an accredited college or university.
- b) Five years of progressively responsible experience in municipal government administration.
- c) Any equivalent combination of education and experience is acceptable.

##### Knowledge, Skills. and Abilities:

- a) Knowledge of standard policies, procedures, programs and services in municipal government.
- b) Knowledge of state laws, practices and procedures relating to public records and public meetings in local government.
- c) Knowledge of business English and math.
- d) Knowledge of modern office practices, equipment, methods and procedures.
- e) Knowledge of parliamentary procedures in Robert's Rules of Order.
- f) Knowledge of State election codes.
- g) Skill in effectively communicating, both orally and in writing.
- h) Skill in establishing and maintaining effective working relationships with elected officials, co-workers, City employees, the general public, business and community leaders.
- i) Skill in managing competing priorities on multiple projects.
- j) Skill in operation of listed tools and equipment.
- k) Skill in recording and transcribing minutes of public meetings.
- l) Ability to comprehend, interpret and explain adopted codes, ordinances and policies that relate to City operations and programs.
- m) Ability to research and analyze detailed information, records and statistical data.
- n) Ability to prepare clear, concise and accurate documents.
- o) Ability to manage stressful situations.



#### SPECIAL REQUIREMENTS:

- State of Georgia certification as a municipal clerk must be obtained within eighteen months of employment upon assuming the duties of this classification.
- Certification as a chief deputy registrar must be obtained within twelve months of employment with the City.
- Must be able to manage multiple items at the same time; prioritize tasks; and meet recurring and period time constraints; must be able to maintain confidentiality.
- Must be bondable by a surety company.
- Certification as a notary public must be obtained within sixty days of employment with the City.
- Must possess a valid State of Georgia Driver's License (Class C) and a satisfactory Motor Vehicle Record (MVR).

#### TOOLS AND EQUIPMENT USED:

Typewriter, personal computer, including word processing, spreadsheet and data base software; 10-key calculator; telephone; copy machine; fax machine.

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.
- The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

#### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee sits in an office or computer room.
- The noise level in the work environment is usually quiet.



ADMINISTRATIVE:

Exempt from the provisions of the Fair Labor Standards Act.

SELECTION GUIDELINES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



CITY OF DUNWOODY, GEORGIA

TITLE: Municipal Court Clerk

DEPARTMENT: Municipal Court

**JOB SUMMARY:**

Serves as clerk to the Dunwoody Municipal Court. Clerk duties include preparing for and managing the functions of the municipal court; preparing the court docket and managing the financial records of the court. Duties are performed independently under the general supervision of the City Manager and in coordination with the Municipal Court Judge.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Prepares the Court Docket. Assures that all tickets and paperwork are ready for the Court. Maintains records of dispositions and court related files.
- Takes and records payments of fines. Makes deposits of monies received. Assists the public by providing information relating to tickets received and court dates.
- Researches information relating to the tickets and other related matters.
- Maintains files such as index card files, record files, folder files and control files with coding systems, output cards, tab guides and other controlling devices.
- Inputs various data into computer using word-processing based software or a word processor. Accesses, inputs and retrieves information from a computer.
- Processes incoming and outgoing mail.
- Answers telephone; operates office machines such as adding machines, CRT, Fax, copiers and other general office machines with such accuracy as can be acquired from their use on the job.
- Treats the public and other employees in a respectful and courteous manner.
- Adheres to safe work practices and follows safety policies and rules and complies with all Personnel Policies and Department regulations.





#### ASSOCIATED DUTIES:

Attend seminars and workshops related to Municipal Clerks' duties and responsibilities.

#### QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### MINIMUM QUALIFICATIONS:

##### Education and/or Experience:

- a) Bachelor's degree or Associates Degree in business, public administration, or related field from an accredited college or university.
- b) Five years of progressively responsible experience in municipal court administration.
- c) Any equivalent combination of education and experience is acceptable.

##### Knowledge, Skills. and Abilities:

- a) Knowledge of standard policies, procedures, programs and services in municipal court.
- b) Knowledge of state laws, practices and procedures relating to municipal court.
- c) Knowledge of business English and math.
- d) Knowledge of modern office practices, equipment, methods and procedures.
- e) Skill in effectively communicating, both orally and in writing.
- f) Skill in establishing and maintaining effective working relationships with elected officials, co-workers, City employees, the general public, business and community leaders.
- g) Skill in managing competing priorities on multiple projects.
- h) Skill in operation of listed tools and equipment.
- i) Ability to comprehend, interpret and explain adopted codes, ordinances and policies that relate to City operations and programs.
- j) Ability to research and analyze detailed information, records and statistical data.
- k) Ability to prepare clear, concise and accurate documents.
- l) Ability to manage stressful situations.



#### SPECIAL REQUIREMENTS:

- Must be able to manage multiple items at the same time; prioritize tasks; and meet recurring and period time constraints; must be able to maintain confidentiality.
- Must be bondable by a surety company.
- Must possess a valid State of Georgia Driver's License (Class C) and a satisfactory Motor Vehicle Record (MVR).

#### TOOLS AND EQUIPMENT USED:

Typewriter, personal computer, including word processing, spreadsheet and data base software; 10-key calculator; telephone; copy machine; fax machine.

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.
- The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.



#### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee sits in an office or computer room.
- The noise level in the work environment is usually quiet.

#### ADMINISTRATIVE:

Exempt from the provisions of the Fair Labor Standards Act.

#### SELECTION GUIDELINES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



CITY OF DUNWOODY, GEORGIA

TITLE: Finance Director

DEPARTMENT: Financial Services

#### JOB SUMMARY:

The purpose of this job is to advise the City regarding financial, budgetary, debt issuance, and retirement policies. Duties include, but are not limited to: supervising staff; directing activities; keeping the City Manager informed about revenue anticipation and expenditure control; making professional and fiscally responsible recommendations regarding budget policy, adoption and adjustment; reviewing revenue requirements; presenting and explaining City finances, budgets, forecasts, and debt issues to Commissioners, rating agencies, financial institutions, the public, and the media; and processing associated paperwork.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plans, organizes, and directs financial, accounting, budgeting, purchasing, occupational tax, fixed assets, , internal and external audit, and cost of service measurement functions.
- Develops business systems for daily operations; amends and updates systems as appropriate; and, monitors and evaluates performance of operating systems.
- Provides overall management and administration of the department, including planning and supervising operations. Establishes goals and objectives.
- Administers the daily operations of the Finance function, including accounts payable, receipts and disbursements, general journals, inventories, fixed assets, preparation of financial statements and cost reports, and analysis activities.
- Directs and assists in preparation of comprehensive financial reports and monthly financial statements.
- Develops and administers comprehensive reporting systems that include: (1) comprehensive and periodic reports, (2) projects and special reports, and (3) City financial reports monthly to the City Manager.
- Develops departmental budget and goals, and monitors expenditures and performance compared to the goals.
- Directs purchasing, property tracking, and fixed assets operations for the City.
- Oversees and transacts investment of City funds; determines amounts to be invested, obtains and evaluates bids from banking institutions, and awards bids (as appropriate).
- Coordinates and administers City's annual operating budget and annual capital budget preparation; assists department heads in budget preparation; provides historical data, estimates revenues for budget year, and compiles and produces budget.
- Generates annual interest or investment revenues, and assists in preparing a budget.
- Directs the conduct of internal audit activities.



- Consults with and assists external auditors to develop procedures and authoritative pronouncements, provide data and documents, and resolve questions and recommendations. Provides information, financial analysis, and advice to City Manager and department heads - including various costs of services analysis, studies recommendations on selection of audit firms, and other matters relating to finance, accounting and purchasing.
- Performs other related work as required.

#### QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### MINIMUM QUALIFICATIONS:

##### Education and/or Experience:

- a) Graduation from a four-year college or university with a degree in Finance, Business, Public Administration or a closely related field; MBA/MPA preferred.
- b) Certified Public Accountant (CPA) preferred.
- c) Must have a minimum of 5 years professional experience in accounting and financial management, including 3 years supervising a professional staff.
- d) Ability to be bonded.
- e) Any equivalent combination of education and experience is acceptable.

##### Knowledge, Skills, and Abilities:

- a) Knowledge of accounting and budgeting practices, and knowledge of applicable laws and regulations. Knowledge of computer based financial systems, administrative and managerial processes, and purchasing.
- b) Proficiency in techniques of computerized information management, economic forecasting and trending, investing.



- c) Must be able to determine if the City's financial regulations and procedures are being complied with according to General Accepted Accounting Principles (GAAP).
- d) Mastery of interpreting federal tax laws regarding corporations, relevant federal and state laws, local ordinances, and departmental policies and procedures.
- e) Skills in the use of a computer, the evaluation of personnel, and oral and written communication.
- f) Ability to plan, organize, and direct a comprehensive program of financial services; to analyze and make management decisions; to maintain complex financial records, and to prepare reports utilizing these records; to supervise; to plan, establish, assign, and coordinate priorities; to be able accurately to forecast future financial conditions of the City government; to exercise good judgment in evaluating situations and in making decisions; and to work effectively with the Mayor, City Council, City Manager; and professional staff members in City government.
- g) Must be able to function effectively in a work environment in which the employee is exposed to a large amount of emotional stress in order to manage controversial financial issues and problems.

#### TOOLS AND EQUIPMENT USED:

Typewriter, personal computer, including word processing, spreadsheet and data base software; 10-key calculator; telephone; copy machine; fax machine.



#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.
- The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

#### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee sits in an office or computer room.
- The noise level in the work environment is usually quiet.

#### ADMINISTRATIVE:

Exempt from the provisions of the Fair Labor Standards Act.

#### SELECTION GUIDELINES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



# **Memorandum**

**To:** Honorable Mayor and City Council

**From:** Warren Hutmacher, City Manager

**Date:** November 17<sup>th</sup>, 2008

**Re:** Salary Table, Job Descriptions and Position Allocation Chart

It is necessary for the Mayor and Council to officially approve the creation of job positions (and accompanying job descriptions) along with accompanying salary ranges to facilitate the hiring and compensation for four key positions. As the city progresses in the hiring process for the police department, I will come back to the City Council for further approvals.

In order to fast track the hiring of certain key positions, I am recommending the approval of job descriptions and a salary range for the following positions:

1. Police Chief
2. Finance Director
3. City Clerk
4. Municipal Court Clerk

I am in the process of recruiting for these key positions and it would be prudent at this time for the City Council to approve the hiring for these positions and dictate the minimum and maximum salary range for these jobs. After approval of these actions, the City Manager would have authority to hire employees for these positions within the salary ranges established by the City Council.

Thank you for your consideration of this request. I will be available to you to answer any questions that may arise.

ATTACHMENTS: (1) Position Allocation Chart (2) Proposed Salary Ranges  
(3) Job Descriptions (4) Recent salary study





## CITY OF DUNWOODY, GEORGIA

TITLE: Police Chief

DEPARTMENT: Public Safety

### JOB SUMMARY:

The Chief of Police is responsible for the effective administration and technical operations of the Dunwoody Police department. The work direction of all employees and their activities, and the substance of a respected and fair performance evaluation system. Work involves responsibility for planning, organizing and commanding all police functions involved in the prevention of crime, and the protection of lives and property in the City of Dunwoody. The Chief will plan and direct public safety services and functions, which include, patrol, traffic, investigation, and all administrative services. The Chief will take a direct involvement in the selection process, training, supervision, award, and discipline of all departmental personnel. The Chief will consult with the City Manager in determining plans and policies to be observed in the conduct of police operations, but will work independently in carrying out departmental functions. Work is reviewed through discussion of major administrative problems, and by the review of departmental performance standards. It is essential for the Chief of Police to be accessible to other law enforcement agencies, so that mutual cooperation can be experienced when situations require such action.

### SUPERVISION EXERCISED:

Planning, organizing, training and the supervision of the entire Police Department.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plans, organizes and directs the programs and activities of the Police Department;
- Supervises directly or through subordinates all employees in the Police Department;
- Consults with Mayor and City Council in the development of overall policies and procedures to govern the activities of the department;
- Formulates work methods and practices to be followed by the department;
- Appraises work conditions and takes necessary steps to improve police operations;
- Cooperates with county, state and federal officers in the apprehension and detention of wanted persons, and other matters related to the Police Department;
- Advises and assists subordinates in complex criminal or other investigation and enforcement duties;
- Attends civic, community and professional meetings to explain and promote the activities and functions of the department;
- Prepares for and attends court as necessary;
- Schedules training opportunities for employees;
- Serves as purchasing agent for department;
- Prepares annual budget recommendations for Police Department;
- Performs other duties as necessary.



#### MINIMUM QUALIFICATIONS:

##### Education and Experience:

- a) Graduation from a four-year college or university with a degree in Criminal Justice, Public Administration or a closely related field; Masters Degree preferred.
- b) Georgia Basic Peace Officer Certification, and twenty (20) hours annually is required.
- c) Extensive and progressive management experience in law enforcement, including considerable supervisory and administrative experience.
- d) At least fifteen (15) years experience in the field of law enforcement.
- e) An equivalent combination of education and experience may be acceptable.

##### Necessary Knowledge, Skills and Abilities:

- a) Comprehensive knowledge of police methods and administration;
- b) thorough knowledge of applicable federal, state and city laws and ordinances;
- c) thorough knowledge of the functions of other governmental jurisdictions and authorities as they relate to police work;
- d) ability to plan, organize and direct the work of subordinates and to maintain a high level of discipline and present effectively oral and written information relating to the activities of the department;
- e) ability to develop and maintain effective working relationships with officials, employees, state and federal authorities, civic leaders and the public;
- f) Must possess a valid State of Georgia Driver's License (Class C) and a satisfactory Motor Vehicle Record (MVR).

#### NECESSARY SPECIAL REQUIREMENTS:

Georgia Law 92A-2108, as amended, requires that any person employed in any of the police service classifications:

- a) Be at least twenty-one (21) years old;
- b) Be a citizen of the United States
- c) Have a high school diploma or its recognized equivalent;
- d) Not have been convicted, by any state or by the federal government, of any crime, the punishment for which could have been imprisonment in a federal or state prison or institution; nor shall he have been convicted of sufficient misdemeanors to establish a pattern of disregard for the law; provided that the same shall not apply to violation of traffic laws and cases involving the operation of motor vehicles when the applicant has received a pardon;
- e) Be fingerprinted and a search made of local, state and national fingerprint files to disclose any criminal record;
- f) Possess good moral character as determined by investigation under procedures established pursuant to the Council;



- a) Have an oral interview with the hiring authority or his representative(s) to determine such things as applicant's appearance, background and ability to communicate;
- b) Be found, after examination by a licensed physician or surgeon, to be free from any physical, emotional, or mental conditions which might adversely affect his exercising the powers or duties of a peace officer.
- c) Successfully complete a job related academy entrance examination provided for and administered by the Georgia Peace Officer Standards and Training Council in conformity with state and federal law.

#### TOOLS AND EQUIPMENT USED:

Personal computer, including word processing, spreadsheet, and data base; ten key calculator, motor vehicle; telephone; radio; fax and copy machine.

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must be able to sit and drive for extended periods of time and must immediately respond to all police situations.
- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop; kneel, crouch, or crawl; talk or hear; and smell.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision and hearing abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.



#### WORK ENVIRONMENT:

The work environment characteristic described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee primarily work in indoor environments, although incumbent is subject to hazardous conditions which could result in serious injury or death and physical exertion such as running, lifting, pulling, pushing, bending, etc. and to inclement weather conditions.
- The noise level in the work environment is usually quiet to moderate.

#### PUBLIC CONTACT:

Extensive contact with other employees, general public and governmental officials often involving problem solving circumstances. In addition, this position requires a great amount of public speaking and interaction with various members of the news media.

#### ADMINISTRATIVE:

Exempt from the provisions of the Fair Labor Standards Act.

#### SELECTION GUIDELINES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**CITY OF DUNWOODY, GEORGIA**  
**FY 2008 Position Allocation Chart**



<b>Department / Title</b>	<b>Full Time</b>	<b>Part Time</b>
<b>General Government</b>		
Mayor		1
City Council		6
<b>Office of the City Manager</b>		
City Manager	1	
<b>Administrative Services</b>		
City Clerk	1	
<b>Financial Services Division</b>		
Finance Director	1	
<b>Public Safety</b>		
Chief of Police	1	
<b>Municipal</b>		
Clerk of Court	1	
<b>TOTAL PERSONNEL</b>	<b>5</b>	<b>7</b>

# CITY OF DUNWOODY, GEORGIA



## FY 2008/2009 Position and Compensation Chart

Department / Title	Full Time	Part Time	Salary Summary	
			Avg. Low	Avg. High
Administrative Services City Clerk	1		\$ 59,821	\$ 74,384
Financial Services Division Finance Director	1		\$ 102,884	\$ 133,733
Public Safety Chief of Police	1		\$ 94,120	\$ 127,054
Municipal Clerk of Court	1		\$ 48,666	\$ 68,349



FY 2008/2009 Position and Compensation Chart

Department / Title	Full Time	Part Time	Duluth		Marietta		Roswell		Alpharetta		Decatur		Salary Summary	
			Low	High	Low	High	Low	High	Low	High	Low	High	Avg. Low	Avg. High
Administrative Services City Clerk	1		\$ 55,694	\$ 86,288	\$ 51,000	\$ 51,000	\$ 49,855	\$ 79,768	\$ 92,700	\$ 92,700	\$ 49,858	\$ 74,069	\$ 59,821	\$ 74,384
Financial Services Division Finance Director	1				\$ 81,619	\$ 120,453	\$ 89,532	\$ 143,246	\$ 137,500	\$ 137,500			\$ 102,884	\$ 133,733
Public Safety Chief of Police	1		\$ 71,081	\$ 110,127	\$ 68,016	\$ 90,064	\$ 89,532	\$ 143,246	\$ 147,851	\$ 147,851			\$ 94,120	\$ 127,054
Municipal Clerk of Court	1		\$ 26,789	\$ 41,506			\$ 29,149	\$ 46,639	\$ 90,059	\$ 90,059			\$ 48,666	\$ 68,349